

SCDNR Volunteer Agreement
(Regular Service)

| | |
|---------------------------|-------------------------------------|
| Volunteer Full Name: | Gender: |
| E-MAIL: | Date of Birth: |
| Mailing Address: | Phone Number: (mobile preferred) |
| <i>Emergency Contact:</i> | <i>Phone Number:</i> |

The South Carolina Department of Natural Resources (SCDNR) appreciates your help in accomplishing our mission. In exchange for being allowed to volunteer with the SCDNR, I, the Volunteer, enter into this Agreement to clearly define the relationship through which I will provide services to the SCDNR. This Agreement is entered pursuant and subject to the Volunteer Protection Act of 1997, 42 U.S.C. §§ 14501, *et seq.*, and S.C. Code Sections 8-25-10 through 8-25-50 (1976 as amended) for the activities generally stated in the attached Volunteer Job Description. I agree to comply with rules and policies, including but not limited to SCDNR’s anti-harassment policy and policies on conflicts of interest, applicable to my volunteer activities and to coordinate those activities with the SCDNR Coordinator and understand failure to do so may result in my dismissal from the volunteer program. I further understand that I may be eligible for reimbursement for incidental expenditures directly related to service provided to the SCDNR but I must first obtain written approval from the SCDNR Coordinator prior to incurring the expenditure. I understand that the SCDNR will need to report on the hours I volunteer and I will assist in documenting my time.

Liability Limitations and Acknowledgement of Risks – I, the Volunteer, accept and understand that I am subject to both the benefits and limitations of the South Carolina Tort Claims Act pursuant to S.C. Code Section 8-25-40. I understand I may be exposed to potential risks from environmental conditions (for example, lightning, fire, smoke, heat, cold, swimming, diving, sharp objects, *etc.*), rigorous activities, exposure to wildlife and insects, vehicles, boats, equipment, tools, weapons, allergens, first aid or medical treatment for injuries, hunting and fishing activities, and others over which SCDNR may or may not have any control. Taking into consideration my personal health and access limitations for some work locations, I acknowledge that I have the ultimate responsibility to determine whether I can safely participate before engaging in specific volunteer activities.

Because I am not an employee of and receive no compensation or employment benefits from the SCDNR, I will not be eligible for workers compensation protections. Accordingly, I hereby release and hold harmless SCDNR and its officials, employees, and agents from any liability to me for any injury, accident, harm, or other damage to me that arises out of my participation in the volunteer program. To the extent authorized by law, my activities as a volunteer may be covered by the SCDNR's liability insurance coverage for third party claims against me, as provided through the Insurance Reserve Fund.

Photo, Audio, Video Release – I grant the SCDNR permission to use photographs, pictures, audio, and/or video broadcasts or recordings of me (collectively, “Content”) as described below. SCDNR may use the Content on the internet and similar platforms/applications, in broadcasts, and in any print or digital form including public presentations, publications, educational materials, derivative works, or similar uses. I understand and agree that the Content may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product or any derivative works. I also understand and agree that I may be identified by name and/or title in information that might accompany the Content. My release of Content to SCDNR is a royalty-free, nonexclusive and permanent / irrevocable right to

reproduce, publish, republish or otherwise use the Content and has no geographic limits. If acquired by or provided to SCDNR, I agree that the Content is and shall remain the property of the SCDNR. I warrant and represent that this grant and release of Content does not in any way conflict with any existing commitment I have made. I forever release SCDNR, its trustees, employees, and agents from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of the Content, including but not limited to any claims for invasion of privacy, appropriation of likeness, or defamation.

Background Check Authorization – Volunteers working with minors under the age of 18, or in certain other circumstances, including but not limited to using or handling firearms, must first have a criminal background check. I authorize the SCDNR to conduct a criminal background check on me before I start my volunteer activities and to periodically conduct additional checks. If I am charged with any crime after I begin my volunteer activities with SCDNR, I agree to promptly notify the SCDNR of the charge and agree that SCDNR may suspend me from the volunteer program until the charge is resolved. Additionally, if I am convicted of any criminal charges after I begin my volunteer activities with SCDNR, I agree to promptly notify the SCDNR of the conviction or terminate my volunteer relationship. If convicted of a criminal charge, I understand SCDNR may terminate my participation in the volunteer program.

Driving Record Check Authorization – Volunteers who may drive SCDNR vehicles must first have a driving record check and attend a mandatory driver training course. I authorize the SCDNR to conduct a driving record check on me before I drive any SCDNR vehicles and to annually (or more frequently, as determined by SCDNR) conduct additional checks. Additionally, if I am convicted of any driving violations or have my driver’s license suspended, I agree to promptly notify the SCDNR of the violation / suspension or cease my use of SCDNR vehicles. If applicable, provide your state and driver’s license number: state _____ / driver’s license number _____.

By signing this Agreement, I acknowledge that I have completely read and fully understand and agree to be bound to these terms. Additionally, I warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if not, that my parent or legal guardian has signed this Agreement below. This Agreement is binding on me and my heirs, assigns and personal representatives.

Volunteer

Signature: _____

Date: _____

Printed Name: _____

If the above individual is under eighteen (18) years old, the following section must be completed: I understand and agree that this Agreement is binding on me, my child / ward (named above), our heirs, assigns and personal representatives. I affirm that I am eighteen (18) years old or more and that I am the parent or legal guardian of the child / ward named above.

Parent / Guardian Signature: _____

Parent / Guardian Printed Full Name: _____

Date: _____

Volunteer Job Description

To: Deputy Director For _____

From: _____

Date: _____

Re: Volunteer Services Offered by _____

Program Name: _____

Program Location: _____

Major Responsibilities: _____

Type of work to be performed: _____

Duration or frequency of work: _____

Training or qualifications needed: _____

Name of supervisor: _____

Approved by Deputy Director: _____ Date: _____

| | Date Checked | Satisfactory | Not Satisfactory | Not Required |
|---------------------------------------|--------------|--------------|------------------|--------------|
| SLED Background Check | | | | |
| SCDMV Driving Record Check | | | | |
| Non-SC Driving Record Check State: | | | | |
| SC Driver Training Completed | | | | |

Reviewed by SCDNR Human Resources Employee: _____