



THE CITY OF

HOBBS, NEW MEXICO

Administrative Services (575) 391-4103 or (575)964-4671

200 EAST BROADWAY HOBBS, NEW MEXICO 88240

VOLUNTEER AND WAIVER OF LIABILITY AGREEMENT

(This Document Affects Your Legal Rights. Read Carefully Before Signing)

I wish to participate in the _____ department as a volunteer, I state and affirm that:

1. My participation is voluntary and may cease at any time. No one is forcing me to participate.
2. I understand that pursuant to 29 U.S.C. §203(e) (4) (A), I am not an "employee" of the City of Hobbs. As such, I will receive no compensation for the services I will provide. Additionally, if I am currently an employee of the City of Hobbs, the services I propose to volunteer for are not the same type of services that I am employed to perform for the City of Hobbs.
3. I acknowledge the Activity is NOT an ESSENTIAL service provided by or to the City.
4. I understand that pursuant to 29 C.F.R. §553.101(a), (c), (d), I am a "volunteer" for the City of Hobbs. As such: I have a civic, charitable, or humanitarian purpose; I have not been promised nor do I expect to receive compensation for the services rendered; I am performing such work freely and without pressure or coercion, direct or implied, from the City of Hobbs; and I am not otherwise employed by the City of Hobbs to perform the same type of services as those for which I propose to volunteer.
5. I understand and acknowledge the Activity I am about to engage involuntarily has certain risks. I understand these risks known or unknown, anticipated or unanticipated may result in serious injury, death, illness, disease or damage to myself or my property, or to other persons and their property.
6. In consideration of being allowed to participate in the Activity, I hereby personally assume all risks in connection with this Activity and I hereby agree to hold the City of Hobbs, their officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City of Hobbs or anyone working on behalf of the City of Hobbs for any injuries, or damages related to the alleged negligence of the City of Hobbs.
7. This agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New Mexico and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. The terms of this agreement shall bind the members of my family if I am alive, and my heirs assign and personal representatives if I am deceased.
9. My signature indicates I have read this entire document, understand it completely, understand that I have given up substantial rights by signing, acknowledge that it cannot be modified or changed in any way by oral representations, have signed it freely and voluntarily without any inducement, assurance or guarantee, and agree to be bound by its terms.

10. PARENTAL CONSENT AND RELEASE OF LIABILITY :

The undersigned, legal parent, guardian or custodian of (student) or adult _____, does hereby consent to the student/ adult performing volunteer work for the City of Hobbs, _____ Department and all terms and conditions contained herein.

Referring Agency: _____

Community Service Hours: _____

