

Volunteer Terms & Conditions

In consideration for being permitted to participate as a volunteer in the City of Mississauga ("City") volunteer program, I understand and agree to the following:

- I will not receive any remuneration, salary, wage, payment or any employee benefit whatsoever, or be covered by Workers' Safety and Insurance benefits.
- Except as authorized by City staff, I will not use the City's facilities or equipment.
- I understand that in the course of participating in the volunteer program, I may acquire, have access to or be exposed to City's confidential information including, but not limited to, client identities, personal information, materials, records, memoranda, data and results pertaining to, arising from or containing particulars of confidential information. I agree that any confidential information in my custody is adequately secured at all times and I shall not at any time while I am providing volunteer services for the City or at any time after those services are completed, disclose to anyone such confidential information, except as may be required or permitted by law, or at the request of the City, or under the written consent of the City, or as required by the City to perform the volunteer services. If I know any confidential information has gone astray, I will immediately inform the City so that a recovery plan can be implemented.
- I agree that all material or work created by me, in the performance of my volunteer services, including copyright therein, shall become the sole property of the City. I assign and transfer to the City all my rights, title and interest (including intellectual property rights) in all such material, and I waive any moral rights I may have with respect to such material in favour of the City and any of its assignees and licensees. I agree to grant permission in perpetuity to the City to make digital and print reproductions of the material or work in any size or quantity, and to include the material or work as a component of other works. I agree that the City may also reproduce, transmit, migrate, dispose and display the material or work (or part thereof) by any means, device or process (examples include, but are not limited to photographs, PowerPoint slides, film, videotapes, digital forms, and transmission via television, intranet or the Internet) for identification, research, education, exhibition, preservation, conservation and promotional purposes.
- I AGREE TO ASSUME ALL RISK OF LOSS OR INJURY (INCLUDING DEATH) TO MYSELF OR DAMAGE TO MY PROPERTY OR OTHER LOSS WHILE ON ANY OF THE PREMISES OF THE CITY AND ELSEWHERE RESULTING DIRECTLY OR INDIRECTLY FROM MY ACTIVITIES AND PERFORMANCE AS A VOLUNTEER. I GIVE MY PERMISSION TO HAVE CITY STAFF, ITS MAYOR, COUNCILLORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SUCCESSORS OR ASSIGNS ("RELEASED PARTIES") ARRANGE FOR ANY EMERGENCY MEDICAL CARE INCLUDING HOSPITALIZATION AND TRANSPORTATION, IF NECESSARY AND TO THE ADMINISTRATION OF SUCH EMERGENCY MEDICAL TREATMENT AS MAY

BE DEEMED NECESSARY IN THE CIRCUMSTANCES. I AGREE TO PAY ALL COSTS ASSOCIATED WITH MEDICAL CARE, TREATMENT AND TRASPORTATION.

• I FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ANY OTHERS WHO MAY CLAIM ON MY BEHALF, COVENANT NOT TO SUE, AND HEREBY WAIVE, RELEASE AND DISCHARGE THE CITY AND/OR ANY OF THE RELEASED PARTIES FOR ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE THAT MAY ARISE FROM, OR ANY LOSS, COSTS, DAMAGES OR EXPENSES THAT IN ANY WAY CONNECTED TO, MY PARTICIPATION AS A VOLUNTEER FOR THE CITY (collectively hereinafter the "CLAIMS"). I UNDERSTAND THAT THIS RELEASE APPLIES TO BOTH PRESENT AND FUTURE INJURIES AND THAT IT BINDS MY HEIRS, EXECUTORS AND ADMINISTRATORS. I HAVE READ THIS RELEASE, UNDERSTAND ITS TERMS AND AGREE TO IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

• I AGREE TO FULLY INDEMNIFY AND DEFEND THE CITY, AND/OR ANY OF ITS RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, BROUGHT AGAINST THE CITY AND/OR ANY OF THE RELEASED PARTIES INCLUDING ALL RELATED COSTS AND EXPENSES AND AGAINST ANY LOSS, COSTS, DAMAGES OR EXPENSES WHICH THE CITY AND/OR ANY OF THE RELEASED PARTIES MAY SUSTAIN, SUFFER, INCUR OR BE LIABLE FOR RESULTING FROM, ARISING FROM OR IN ANY WAY RELATED TO MY PARTICIPATION AS A VOLUNTEER FOR THE CITY.

• I AM AWARE OF THE NATURE AND EFFECT OF THIS TERMS AND CONDITIONS INCLUDING THE ASSUMPTION OF RISK, CONSENT TO MEDICAL TREATMENT, WAIVER, RELEASE AND INDEMNITY AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING IT. I AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Conditions of Volunteering:

Prior to commencing my volunteer services at the City, I understand and agree to the following:

- I will provide the City with a signed Record of Offences Declaration Form # 2555
- I understand that I may also be asked to provide a Vulnerable Sector Screening Check (Vulnerable Check) if I am 18 or over or a Police Information Check (PIC) if I am 17 or under, as requested by the City. I understand the City will require a Vulnerable Check/PIC for any volunteer position where the volunteer will be in a sensitive position. "Sensitive position" means a position that is responsible for the direct care, custody and/or control of a vulnerable person(s), or a position that requires access or entry to private property (commercial or residential properties) or is responsible for law enforcement/security (applies to the physical enforcement of provincial legislation and

municipal by-laws). “*Vulnerable Person(s)*” means any person(s) who, because of their age, a disability, or other circumstance, whether temporary or permanent, are in a position of dependence on others, or are at a greater risk than the general population of being harmed by a person(s) in a position of authority or trust relative to them. Examples include children, the elderly or persons with disabilities.

- I may be asked to provide letters of reference.
- I will attend all necessary orientation, training and screening specific to my volunteer position at the City.
- I will be trained on the operating policies and procedures of the City and the *Accessibility for Ontarians with Disabilities Act* as required by the City.
- I understand that in order to volunteer in any City programs, I must be at least 14 years of age (except Youth Advisory Committee volunteers). However the minimum age is 16 years in any City worksite that could be considered a factory under the *Occupational Health & Safety Act*.

I confirm that the information I provide to the City will be true and complete to my knowledge. I understand that a false statement may disqualify me from volunteering or be a cause for immediate termination from a volunteer position. I authorize the City to collect and use my personal information to determine eligibility and suitability for volunteer placement. I understand that the information obtained will be confidential, but may be shared with organizations relevant to the position applied for.

Photo / Video Consent:

I give my consent and authorize the City to use my name, take photographs (digital or hard copy), portraits or pictures, video recordings, audio recordings, video images and/or mp3 files (collectively called “Images and Recordings”) of me or in which I am included and use such Images and Recordings for marketing, advertising, promotional, publicity and/or communication purposes, and without any payment or compensation to me of any kind. I agree to and accept the possibility of flaws, distortions and inaccuracies in the reproduction and /or alteration of the Images or Recordings of me, for whatever reason. I understand and agree that the City has no control over third parties’ misuse of the Images and/or Records displayed or showcased on the City’s website and other publications. I will provide the City with a signed Consent to Audio Record, Videotape, and Photograph (for City Volunteers) Form # 2753

Collection of Personal Information:

The personal information on this form is collected under the authority of Section 11 of the Municipal Act, 2001. The information will be used for determining your eligibility for a volunteer placement and for administering and managing the City’s and the Library’s volunteer programs. Questions about this collection can be directed to the Volunteer

Coordinator, Training & Volunteers, 950 Burnhamthorpe Road West, Mississauga, ON L5B 3C4. Telephone: 905-615-3200 ext. 5326.

Consent to be contacted by the City:

I hereby consent to receive communications from the City relating to the volunteer program, volunteer opportunities or other issues affecting the City. I understand I may at any time withdraw my consent; however, the withdrawal of consent will result in my withdrawal as a volunteer and termination of related communications.

Consent for Minors:

For anyone who is under 18 years of age, please note that the City requires the signed consent from the parent or legal guardian, on the *Consent and Confirmation to the Volunteer Terms and Conditions Form # 2754*

City Policies:

In order to volunteer in any City programs, I understand that I must comply with all applicable laws and City policies, as amended. I further agree that I have read, understand and agree to abide by the following policies:

- [Respectful Workplace Policy](#)
- [Workplace Violence](#)
- [City of Mississauga Health and Safety Management System \(HSMS\) - Occupational Health and Safety](#)
- [Standard of Behaviour](#)
- [Ministry of Labour: Health & Safety at Work](#)
- [May I Help You? Understanding Accessible Customer Service](#)
- [Breaking Down Barriers: Understanding Integrated Accessibility Standards Regulation \(IASR\)](#)

Forms that require your signature and the signature of a parent/guardian:

- *Consent and Confirmation to the Volunteer Terms and Conditions Form # 2754*
- *Record of Offences Declaration Form # 2555*
- *Consent to Audio Record, Videotape, and Photograph (for City Volunteers) Form # 2753*

