

# Volunteering Terms and Conditions



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 to volunteer with the City of Mississauga ("City") and for administering and managing the City's volunteer engagement function. The information may also be shared with organizations relevant to the position applied for. Questions about this collection can be directed to the Volunteer Coordinator, Standards and Training Unit, Community Services Department, 300 City Centre Drive, Mississauga, Ontario L5B 3C1. Email: [city.volunteer@mississauga.ca](mailto:city.volunteer@mississauga.ca).

## 1. Terms of Volunteering

**1.1. No Remuneration:** I will not be a City employee and will not receive any remuneration, salary, wage, payment or any employee benefit whatsoever, or be covered by Workers' Safety and Insurance benefits.

**1.2. Assumption of Risk:** I agree to assume all risk of loss or injury to myself or damage to my property while on any of the premises of the City and elsewhere resulting directly or indirectly from my activities and performance as a volunteer.

**1.3. Waiver of Liability:** I, or any others who may claim on my behalf, waive my right to sue, and release and discharge the City (which includes its Mayor, Councillors, officers, employees, volunteers, successors and assigns) for any and all claims for personal injury and/or property damage that may arise from, or any loss, costs, damages or expenses that are in any way connected to, my participation as a volunteer for the City.

**1.4. Use of City Resources:** Except as authorized by City staff, I will not use the City's facilities, equipment, stationery, web-based applications and digital software.

**1.5. Confidentiality, Privacy and Non-disclosure:** I understand that I may acquire, have access to or be exposed to the City's confidential information. I agree that any such confidential information in my custody is adequately secured at all times and I shall not, at any time, 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.

**1.6. Surrender of Creatives and Copyrights:** 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 for identification, research, education, exhibition, preservation, conservation and promotional purposes.

**1.7. 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.

**1.8. Audio, Video and Photo Consent:** By giving consent to be audio and video recorded and photographed, I understand that I will be authorizing 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.

By giving consent, I hereby agree to release and forever discharge, the City, its respective officers, elected officials, employees, representatives, successors and permitted assigns from all liability, whether direct or indirect, and hereby waive all claims, demands, expenses, actions and causes of action which may arise from the publication, reproduction, distribution, modification, collection, disclosure or any other use of the Images and/or Recordings authorized to be collected pursuant to or on this form.

By giving consent, 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 recordings displayed or showcased on the City's website and other publications.

I understand that this consent and release will be governed by the laws of the Province of Ontario.

## 2. Conditions of Volunteering

Prior to commencing a volunteer position at the City, I understand and agree to the following:

**2.1. Record of Offences Declaration:** I will provide the City with a Record of Offences Declaration, if requested, at the time of recruitment and onboarding for a volunteer position.

**2.2. Police Record Checks:** If I declare that I have a record of offence, I will contact the Volunteer Supervisor responsible for the volunteer position in which I am interested and provide them with a Police Record Check (PRC) when requested.

I understand that I may also be asked to provide a Vulnerable Sector Check (VSC) for sensitive volunteer positions.

Police Records Checks are to be obtained at my own expense.

**2.3. Reference Checks:** I may be asked to provide letters of reference.

**2.4. Commitment to Orientation and Training:** I will attend all necessary orientation, training and screening specific to my volunteer position at the City.

**2.5. Accessibility Standards:** I understand that I may have obligations in respect of the Accessibility for Ontarians with Disabilities Act (AODA).

**2.6. Applicable Age:** 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.

**2.7. Applicable City Policies, Standards and Guidelines:** I am required to review and understand the full text of the City's policies and procedures.

**2.7.1. Code of Conduct:** Volunteers and parties accompanying them represent the City of Mississauga and are expected to perform their duties within the defined scope of their role and conduct themselves in a professional, respectful, and responsible manner, contributing to a safe, inclusive, and violence-free environment. Conduct that is inconsistent with these expectations will be addressed appropriately, which may include corrective measures and/or immediate dismissal from the volunteer position. Such behaviour includes behaviour that may be prejudicial to the City's interests, that impairs performance, undermines trust and confidence, and/or has negative consequences for the Corporation.

**2.7.2. Access to Publications and Policies informing the Code of Conduct:** A Volunteer Handbook is available to all volunteers, outlining the City of Mississauga Statement of Commitment, their rights and responsibilities, expectations regarding personal conduct, and other standards, policies and guidelines informing the Code of Conduct with which the Volunteer is expected to comply.

Access to the Volunteer Handbook is available via <https://mississauga.ca/volunteer> and will be reiterated during Volunteer Orientation and Training where applicable.

***Go to the 'Agreement' section for signing in agreement to the Volunteering Terms and Conditions.***

### 3. Agreement

I, the undersigned, hereby acknowledge and confirm that I have read, understood and agree to all of the terms and conditions above regarding participation as a Volunteer for the City of Mississauga. I confirm that the information I provide to the City will be true and complete to my knowledge.

#### Volunteer's Legal Name & Contact Information:

First Name

Middle Name

Last Name

Address: Street Number and Street Name

Apt/Unit/Suite Number

City

Province

Postal Code

Email Address

Phone (Mobile)

Phone (Home)

#### Consent to be Audio recorded, Videotaped and Photographed

☐

I consent

☐

I do not consent

#### Volunteer's Consent and Confirmation (if you are 18 years or older)

I am 18 years old or more and have read, understand and voluntarily accept the City of Mississauga's Volunteering Terms and Conditions.

Signature

Date Signed (YYYY MM DD)

Please insert your signature. Typed names will not be recognized, and the form will be considered incomplete.

#### Consent and Confirmation on Behalf of Minors (if you are consenting for a minor under 18 years old and are that minor's parent or legal guardian):

I am the parent or legally appointed guardian of the person named at the beginning of this form who is under the age of 18 years, and I have the legal authority to represent and bind that person. I have read the City of Mississauga's Volunteering Terms and Conditions and understand and voluntarily agree to be bound by its contents both on my own behalf, and on behalf of the Minor Participant, in my capacity as his/her custodial parent or legal guardian.

First Name

Last Name

Email Address

Phone (Mobile)

Phone (Home)

Signature

Date Signed (YYYY MM DD)

Please insert your signature. Typed names will not be recognized, and the form will be considered incomplete.