

VOLUNTEER AND RESERVE OFFICERS'
ACKNOWLEDGMENT, WAIVER, AND RELEASE AGREEMENT

ACKNOWLEDGMENT OF VOLUNTEER STATUS

I certify that I am volunteering my services to the Nueces County _____ Office/ Department, on an as-needed basis and without any expectation of compensation or benefits.

I acknowledge and understand that I am not an employee of Nueces County, or any Nueces County office or department, and that I will receive no pay, compensation, benefits, or other privileges of employment of any kind for my services, including, but not limited to, salary, travel, parking, reimbursement for travel expenses, or any other expenses whatsoever that may be incidental to my services as a volunteer.

I acknowledge and understand that because I am not an employee of Nueces County, I am not entitled to any benefits normally associated with employment, such as workers' compensation, retirement benefits, and paid leave accrual; nor will I be eligible for unemployment compensation benefits when my volunteer assignment is concluded, or if Nueces County terminates my services before that time.

I certify that I have not been promised, and I have no expectation that I will be offered, a paid position with Nueces County as a result of my volunteer work. I also acknowledge and understand that I must, to the best of my ability, abide by the rules and regulations of Nueces County and the Nueces County _____ Office/ Department, including all applicable federal, state and local laws.

I acknowledge and understand that my services as a volunteer can be terminated, at any time, by myself, by Nueces County, or the Nueces County _____ Office/Department.

I acknowledge and understand that I may be exposed to confidential information while volunteering my services, and I agree to maintain the confidential nature of all such information, even after my volunteer services are concluded or terminated. I agree never to remove such confidential information from Nueces County premises, or make any copies of such information, without the express approval of Nueces County or the Nueces County _____ Office/ Department.

I acknowledge and understand that I may be permitted or required to use a Nueces County computer and/or confidential electronic databases, and I agree to safeguard any passwords or other authorizations provided to me in order to gain access to such computers and/or databases. I also agree never to disclose any of the confidential or privileged information that I may become aware of through my use of Nueces County computers and/or any confidential electronic databases. I agree to accept full responsibility for all activities undertaken using my password or other forms of authorization that may be provided to me in the course of my volunteer services.

WAIVER OF LIABILITY

I do hereby agree to waive any liability or responsibility of Nueces County, its officers, employees, and agents for any property damage, personal injury (including but not limited to bodily injury, mental distress, physical or mental impairment), or death, or any loss or harm of any kind that may be connected with or may arise from my volunteer services. I understand my participation, presence, or involvement in these volunteer services with Nueces County, or on Nueces County property, may involve a risk of danger and, as evidenced by my signature below, **I hereby agree to assume any and all risks attendant to my volunteer services for Nueces County, or on Nueces County property**, including the use of any motor vehicles on public or private streets or property (if applicable).

RELEASE

I do hereby agree to release Nueces County, its officers, employees, and agents from any liability or responsibility related to my volunteer services, and I further agree to never pursue any cause of action, claim, or lawsuit that I may otherwise be entitled to pursue against Nueces County, its officers, employees, and agents for any injury, loss or harm of any kind that may be connected with or may arise from my volunteer services for Nueces County, or on Nueces County property. **I agree to follow all instructions given by Nueces County, its officers, employees, and agents, in connection with my volunteer services, and I hereby release them from all responsibility for any and all claims, damages, injury, harm or loss as herein above mentioned that may be occasioned or connected with following said instructions.** Nueces County, its officers, employees, and agents disclaim any warranty or representation that compliance with said instructions of Nueces County, its officers, employees, or agents will eliminate any such risks.

Signed: _____

Date: _____

Printed name: _____

SUBSCRIBED AND SWORN TO BEFORE ME this, the ____ day of _____, 20____.

WITNESS MY HAND AND SEAL OF OFFICE.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS