

**COMMUNITY SERVICE WORK PROGRAM FORM FOR THE CITY OF MANHATTAN**

**WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT / COMMUNITY SERVICE PROGRAM REQUIREMENTS**

**FIRST NAME:** \_\_\_\_\_ **MI:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_  
**PHONE NUMBER:** \_\_\_\_\_  
**LAST 4 SSN:** \_\_\_\_\_ **YEAR OF BIRTH:** \_\_\_\_\_  
**CONVICTING COURT:** \_\_\_\_\_ **Case No.** \_\_\_\_\_

I, \_\_\_\_\_, understand and agree that I am not an employee of the City of Manhattan and will not represent myself as such.

**I do hereby further understand and agree:**

1. That I will comply with all of the City's ordinances, rules, and regulations. That I voluntarily decided to perform court-mandated community service hours for the City of Manhattan. That I will receive no compensation or benefits for services I provide other than community service credit as part of this program.
2. That I am aware that there may be certain risks involved in providing volunteer services for the City of Manhattan, said risks may include injury or accident to person or property or other loss, and I freely, voluntarily, and with such knowledge assume any such risks while volunteering my services.
3. That the City of Manhattan, and its employees, agents, and assigns shall not be responsible or liable for any injury damage, loss or expense, either to me or my property incurred while volunteering my services and resulting from any act or omission on the part of any employee, agent, or assign of the City of Manhattan.
4. For myself, my heirs, executors, administrators, and assigns, to defend, indemnify, release, and hold harmless, the City of Manhattan and all of its employees, agents, and assigns from and against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages, liability or expenses, including attorney's fees, of every kind and nature incurred or arising by reason of any actual or claimed act or omission of mine while volunteering my services to the City of Manhattan, including, but not limited to, criminal acts, claims of sexual harassment, civil rights violations, or relating to alcohol or drug use.
5. That the City of Manhattan, in its sole and exclusive discretion, may terminate me from the community service program, if my work is not satisfactory, if my behavior is inappropriate or offensive, if I am under the influence of alcohol or drugs, if I commit a criminal act, if volunteer services are no longer needed, or for any other reason that the City deems appropriate.
6. That the City has my permission to use, for any purpose, any photographs, videotapes, recording, or any other record which may contain pictures or recordings of me participating in the community service program.
7. That participation in fighting or horseplay for any reason, work-related or otherwise, is strictly prohibited. Any such participation may result in termination from the community service program. The City may contest any injury claim on the grounds it was incurred intentionally, was the result of gross negligence on the part of the volunteer, was the result of horseplay, or that the injury did not occur as a result of work-related activities.

***Community Service Workers who have a work-related injury, illness or exposure have a responsibility to report the event in writing in the required timely manner:***

8. All occupational illnesses or injuries, regardless of how minor, must be reported to the volunteer’s supervisor. The report must be made in writing, by completing an Accident/Incident Investigation Report with the supervisor followed by the **volunteer** submitting the completed form to the City of Manhattan Human Resources Department within the earliest of the following dates:
  - a. 30 calendar days from the date of accident or the date of injury by repetitive trauma;
  - b. If the volunteer is volunteering for the entity against whom benefits are being sought and such volunteer seeks medical treatment for any injury by accident or repetitive trauma, 20 calendar days from the date such medical treatment is sought; or
  - c. If the volunteer no longer performs volunteer community service for the entity against whom benefits are being sought, 20 calendar days after the volunteer’s last day of actual work for the entity.
9. Volunteers who fail to submit a written report of a work related injury, illness, or exposure in accordance with the above guidelines to the Human Resources Department may have a claim for benefits fully or partially denied for the injury/illness.
10. All required medical treatment due to a work-related illness, injury, or exposure will be coordinated by the City of Manhattan Human Resources Department or Thomas McGee, LLC. Volunteers who seek medical treatment other than that chosen by the City of Manhattan Human Resources Department or Thomas McGee, LLC will do so at their own expense.

I hereby represent that I have carefully read and understand the contents of this document and agree to the terms stated herein. In the event that an injury or accident occurs while I am performing community service work, I agree that it shall be my sole responsibility to provide insurance coverage or guarantee of financial responsibility. I agree that I chose to perform community service for the City of Manhattan, and signed this form and made promises hereunder, under my own free will.

**APPLICANT SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*If applicant is a minor, the minor’s parent/legal guardian must consent to and sign this form.*

**PARENT/LEGAL GUARDIAN SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_