

BZN Snow Angels Program – Legal Agreement – Volunteer

This Snow Angels Program Volunteer Agreement (this "Agreement") is created and effective as of the date of the VOLUNTEER's signature on this Agreement.

WHEREAS, the Snow Angels Program is the City of Bozeman's ("City") sidewalk snow and ice removal service for older neighbors, veteran neighbors, and neighbors with disabilities, who do not have the means to remove their own snow and ice ("Service");

WHEREAS, VOLUNTEER has applied to the City for participation in the Snow Angels Program as a volunteer to provide the Service;

NOW THEREFORE, the undersigned VOLUNTEER hereby acknowledges and agrees as follows:

I. SNOW ANGELS REQUIREMENTS AND RULES

VOLUNTEER certifies that VOLUNTEER is capable of removing snow and ice from a sidewalk. VOLUNTEER understands that the only service provided will be sidewalk snow and ice removal. VOLUNTEER understands that the VOLUNTEER'S participation in the Snow Angels Program shall not include any interactions or communications with the recipient of the Service except to the extent necessary to perform the Service.

VOLUNTEER also understands that the Service requires no entry inside the residence of the recipient of the Service, and VOLUNTEER shall not enter the inside of the residence of the recipient of the Service for any reason.

VOLUNTEER understands they are participating in a voluntary program, VOLUNTEER is not an employee of the City and is not acting as an agent on behalf of the City.

VOLUNTEER agrees to treat any and all Snow Angels recipients with dignity and respect, or risk expulsion from the Snow Angels Program at the complete discretion of the City.

VOLUNTEER understands the City reserves the right to withdraw support for or terminate VOLUNTEER at its sole discretion, at any time, for any reason.

II. RELEASE & HOLD HARMLESS

VOLUNTEER agrees to assume all risk of injury, harm, or damage to VOLUNTEER's person or property which may arise as a result of the performance of the Service and does hereby release and agree to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability actions, damages, and claims of any kind and nature whatsoever for injury or harm that might arise in connection with the use of the Service.

VOLUNTEER further agrees that this Section II of this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Montana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

VOLUNTEER further agrees that no oral representations, statements, or inducements apart from this Agreement have been made.

IN WITNESS WHERE OF VOLUNTEER or VOLUNTEER's duly authorized representative has agreed to this Agreement.