



# THE GREATER BRAGG CREEK TRAILS ASSOCIATION (GBCTA)

## VOLUNTEER AGREEMENT

### Relationship

1. Although GBCTA is an “employer” and volunteers are “workers” under the *Occupational Health and Safety Act* and the *Workers Compensation Act*, I agree and understand that I am not an employee of GBCTA.

### Volunteer Activities

2. All volunteer activities have inherent risks and I understand that it is my responsibility to be familiar with the risks associated with my volunteer activities and that information about the risks and hazards of GBCTA volunteer activities is available on the GBCTA Website: [www.braggcreektrails.org](http://www.braggcreektrails.org).
3. By volunteering my time and effort to GBCTA, I represent and warrant that I:
  - a) am adequately competent, suitably trained and have sufficient experience to safely perform the volunteer activities for which I have volunteered without supervision or with only a minimal degree of supervision;
  - b) will comply with the direction provided by the supervising volunteer and participate in any training required by GBCTA to better able me to carry out the volunteer activities;
  - c) understand the scope of the volunteer activity and will perform the activities within scope;
  - d) understand the health and physical condition requirements of the volunteer activity and I know of no medical condition or physical limitation that may adversely affect my ability to do the volunteer activity; and
  - e) will comply with all GBCTA's rules and procedures regarding the volunteer activities being undertaken.

### Health and Safety

4. I understand that GBCTA has established and implemented a Health and Safety Program in accordance with the *Occupational Health and Safety Act* and that GBCTA is committed to protecting, to the best of its abilities, the health and safety of its volunteers. I also understand that a copy of GBCTA's Health and Safety Program and the legislation can be obtained on the Website.
5. As a volunteer, I understand and agree that I have health and safety obligations under both the *Occupational Health and Safety Act* and GBCTA's Health and Safety Program. By volunteering with GBCTA I understand my health and safety obligations and will undertake my volunteer activities accordingly.
6. As part of the GBCTA's Health and Safety Program, I agree to:
  - a) bring whatever personal protective equipment is required for the volunteer activities being undertaken;
  - b) participate in a health and safety meeting before starting any volunteer activity; and
  - c) read and sign all Health and Safety forms required by GBCTA's Health and Safety Program.
7. I understand that at the health and safety meeting the hazards, the hazard controls, work practices and procedures, supervision and required personal protective equipment will be reviewed with the volunteers. To protect the health and safety of all volunteers, at any time prior to or during the volunteer activity, I understand that:
  - a) the supervising volunteer has the right to refuse to allow me to participate or to continue to participate in the volunteer activity; and
  - b) I have the right to decide not to participate or to stop participating in the volunteer activity at any time.

### Workers Compensation Benefits

8. While participating in volunteer activities, to which the *Workers Compensation Act* applies, I understand that volunteers are included as workers under GBCTA's account with the Workers Compensation Board and that I am entitled to receive compensation benefits for any compensable injuries.
9. I also understand that Workers compensation coverage is mandatory for all volunteers, to which the *Workers Compensation Act* applies, and that I am not entitled to opt out of this coverage.

10. In exchange for coverage under the *Workers Compensation Act*, by section 21 of the Act, I understand that I give up my right sue GBCTA and its volunteers and contractors for damages for any injuries I may suffer.

**General Liability Insurance (CGL)**

11. I understand that as a volunteer I am covered under GBCTA’s Commercial General Liability (CGL) insurance policy while acting at the direction of GBCTA and within the scope of my volunteer duties. I further understand that this coverage is subject to the terms, conditions and exclusions contained in the policy.

12. I also understand that I am responsible for injuries to third parties or damage to their property while acting outside the scope of my agreed upon volunteer activities, that I may be required to personally defend any action brought by the third-party and may be held personally responsible for any monetary damages a court may award to the injured party.

**Unsafe work condition, accident, injury or illness**

13. I understand that, under the *Occupational Health and Safety Act*, I am required to report any concerns I may have about an unsafe or harmful work site condition that exists or has existed as well as all near misses, accidents, injuries or illnesses to the supervising volunteer, or if working unsupervised, to GBCTA.

14. In the case of an accident, injury or illness, I understand that I must comply with the requirements of the GBCTA Health and Safety Program, the *Occupational Health and Safety Act* and the *Workers Compensation Act* with respect to reporting the details of the accident or injury. I also understand that I must cooperate with any investigation into the accident or injury conducted by GBCTA, Workers Compensation Board, the Occupational Health and Safety Council or a Director under the *Occupational Health and Safety Act*.

15. I agree that in the case of an accident, injury or illness while undertaking the volunteer activities that GBCTA may seek emergency medical treatment on my behalf. I agree that I am responsible for medical costs incurred by such accident, injury or illness and agree to reimburse GBCTA for any medical expenses incurred on my behalf upon request.

**Waiver and Release of Liability**

16. If, due to the limitations, exclusions and terms and conditions of the coverage, compensation is not available to me under the *Workers Compensation Act* or the CGL policy, I hereby waive all claims that I now have or may have in the future against GBCTA, its members, officers, directors, employees and volunteers (GBCTA) and:

- a) agree to release the GBCTA from all liability, for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, because of my participation in volunteer activities with GBCTA, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under any applicable occupier’s liability legislation; and
- b) to hold harmless and indemnify GBCTA from all liability for any property damage or personal injury to any third party resulting from the my GBCTA volunteer activities.

17. This release and waiver of liability shall be binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

**Term and Termination**

18. This Agreement remains in effect until terminated or replaced with a new signed Agreement. This agreement may be terminated by GBCTA or the volunteer at any time, for any reason with or without cause or notice, and without compensation. I understand that GBCTA may require a Volunteer Agreement to be signed annually.

**I have read, understand and agree to the above terms and conditions, including the waiver and release of liability, and confirm that I am signing this Volunteer Agreement freely and voluntarily, having been fully informed as to its contents and implications.** (Note: If volunteer is under 18 years of age, the Volunteer Agreement Addendum must be signed by the Volunteer’s Parent or Guardian).

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Printed name of Volunteer

\_\_\_\_\_  
Printed name of Witness