

Volunteer Agreement and Liability Waiver

By serving as an approved volunteer, I agree to the following:

I understand that I am a “Volunteer” for the Bentonville Public Library. As a volunteer, I understand that I will not be compensated (financially, or in any other manner) for my volunteer time. I further understand that I am not an employee of Bentonville Public Library or the City of Bentonville and am not entitled to any benefits that are provided to employees of the City. I further understand that should I apply for future job openings, BPL or City is under no obligation to hire me.

I understand that BPL or the City reserves the right to conduct a police, background and/or criminal background check on me. I understand that volunteer service and retention is contingent on the result of these inquiries.

I understand that my volunteer service may be terminated at any time and for any reason by myself or the library administration, with or without notice. As a library volunteer, I will try and provide a minimum of 2 weeks’ notice to the library staff to end my volunteer service.

As a volunteer, I understand that I am under no obligation to perform duties that I feel may be outside the scope of my physical abilities or which I consider hazardous to my health or wellbeing. BPL and the City are not responsible for any injuries I may sustain while volunteering.

As a library volunteer, I am considered a library advocate and supporter and I agree to perform my volunteer duties in a professional and creditable manner and act in the best interests of the Bentonville Public Library.

I release, waive, discharge, and covenant on behalf of myself and my minor children not to sue the City, their elected and appointed officials, agents, volunteers, and employees (“Releasees”) from all liability to me, or my minor children, for any loss or damage, and any claim or demands on account of personal or property injury or because of my, or my minor children’s death, whether caused by Releasees’ negligence or otherwise, while I, and my minor children, participate in the City of Bentonville Municipal Volunteer Program.

I further agree to defend, indemnify, and hold harmless the City and its officers, employees and agents, from and against any and all claims, suits, actions, liability judgment and expenses that may arise by reason of services I, or my minor children, provide as a volunteer or that are connected in any way therewith. I will pay all costs incident to any claim, including, without limitation, attorney’s fees.

I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arkansas and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I grant permission for the City to use my, or my minor children's image, filmed or photographed during volunteer activities, to promote its services and programs.

In case of serious injury, I give my permission for City personnel to seek any medical treatment should it become necessary.

I have read and voluntarily agree to this release, waiver of liability, and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.