

INDIVIDUAL VOLUNTEER AGREEMENT

In consideration of Sustainable Development (the “Department”) allowing me to volunteer my services as a Backcountry Labourer , I, _____ residing at _____ in the City/Town/Village of _____ in the Province of Manitoba, do hereby understand, acknowledge and agree as follows:

- 1(A). That I will provide the aforementioned volunteer services (the “Volunteer Services”) in accordance with:
 - (i) the directions and requests of the staff or representatives of the Department;

2. That although the duration of the Volunteer Services will be ordinarily from the ___ day of _____ 2017 to the ___ day of _____ 2017 (the latter being hereinafter referred to as the “Expiry Date”) the Volunteer Services may, with or without cause, be discontinued at any time by the Department and I understand that the Department will endeavor to provide me with prior notice in that event.

3. That I will use due care in providing the Volunteer Services in a safe and proper manner.

4. That I release the Government of Manitoba, its employees, servants and agents from all claims, liabilities and demands that I, my heirs, executors or administrators, may have resulting from or in any way relating to my provision of the Volunteer Services under this Agreement, including, without limitation, personal injury and property damage.

5. That I will be paid no compensation, salary, wage or remuneration for providing the Volunteer Services, however, I will be reimbursed for any out-of-pocket expenses that I may have actually incurred provided I have solicited and received the Department’s prior approval in that regard and that the out-of-pocket expenses are in accordance with the amounts and guidelines approved by the Department.

6. That any reports, information, data, research, documents, photographs and materials or products discovered or produced by me in carrying out the Volunteer Services, and all rights therein, shall be and remain the exclusive property of the Government of Manitoba.

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7. That any equipment, materials and supplies furnished to me by the Department for my use in providing the Volunteer Services shall be and remain the property of the Department and I will return these to the Department upon completion or discontinuance of the Volunteer Services, or as earlier required, in as good a condition as when I received same, reasonable wear and tear accepted. I will promptly report to the Department any damage to or loss or destruction of such equipment, materials or supplies.

- 8(A). While this Agreement is in force, and at all time thereafter, I shall treat as confidential, any and all information, data, documents and materials acquired by me or to which I have been given access during the course of, or incidental to, my provision of the Volunteer Services.
- 8(B). That I will not disclose, publish, or otherwise distribute any of the information described in 8(A) above without the prior consent of the Department.
- 8(C). Together with my signing this Agreement, I will, at the request of the Department, execute on oath of office in the prescribed form.

- 9(A). That this Agreement will not create the relationship of employer and employee between the Department and me, and at no time will I represent, either expressly or implied, to any third persons that I am a employee of the Department.
- 9(B). That no offer of any kind, by or on behalf of the Department, shall arise or be implied from anything contained in this Agreement to suggest that I may consider that any future employment will be offered to me by the Department upon my completing the Volunteer Services.
- 9(C). Provided I acted in good faith, honestly and without malicious intent, and in the absence of gross negligence on my part, I understand and acknowledge that if any action or preceeding is brought against me by a third party for any bodily injury or property damage alleged to have been suffered by such third party and arising out of the Volunteer Services, then the Department shall, on condition that I fully cooperate with the

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- Department, its insurer, and their respective attorneys, in the defense of such action or proceeding, pay any damages or costs awarded against me.
- 9(D). That nothing in this Agreement confers or removes workers compensation coverage while performing the Volunteer Services. Whether workers compensation coverage exists is dependent solely on the provisions of *The Workers Compensation Act* and Regulations made under it.
10. That I will not incur any expenses or debts on behalf of, or make any commitments for, the Department without first obtaining written permission from an authorized employee of the Department.
11. That I will not assign or transfer this Agreement or any of my rights and obligations hereunder without first obtaining the Department's written permission.
12. That if I am required or find it necessary to operate my own motor vehicle while providing the Volunteer Services or if I operate any motor vehicle owned by or leased to the Department, I will at all times have in full force and effect a valid and current driver's license according to the laws of the Province of Manitoba. In the former case, I will obtain at my own cost and expense, appropriate motor vehicle insurance coverage.
13. The document and the attached Duty Description contain the entire agreement between the Department and myself. There are no undertakings, representations, or promises expressed or implied, other than those contained in this Agreement and that any amendments will need to be consented to in writing by myself and an authorized employee of the Department.
14. If I continue to provide the Volunteer Services past the Expiry Date, I agree that all of the terms and conditions of this Agreement (excepting the duration of the Volunteer Services as indicated in section 2 will automatically be in force and effect during the period and times in which I continue to provide the Volunteer Services.

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15. That I represent that I am over 18 years of age and have the right to contract in my name, and also state that I have read this document prior to signing same and that I fully understand its contents.

Witness

Signature of Volunteer

Date: _____

I REPRESENT that I am the parent or guardian of the above-named minor and I hereby authorize him/her to participate as a Volunteer and consent and agree to the foregoing on his/her behalf.

Witness

Signature of Parent/Guardian

Date: _____

Date of Birth of Minor (Day/Month/Year) _____