

## Agreement of Volunteer Status

This agreement is made by and between the Ohio Department of Natural Resources, acting by and through the Chief of the Division of Watercraft (hereinafter referred to as the “Department”) and \_\_\_\_\_ (hereinafter referred to as the “Volunteer”).

### WITNESSETH:

1. The Volunteer accepts the position as a volunteer employee with the Department.
2. Pursuant to Section 1501.23 of the Ohio Revised Code, for the purpose of motor vehicle accident liability insurance under Section 9.83 of the Ohio Revised Code, the Volunteer shall be considered an employee of the State.
3. The Department has the right to supervise, control and direct the manner in which services are performed by the Volunteer from \_\_\_\_\_, \_\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_, unless the Volunteer decides, with a two-week notice to the Department, to terminate this Agreement sooner.
4. Failure to comply with any and all rules, policies, or procedures of the Department and any lawful directive of the supervisors of the program shall constitute grounds for the Department to immediately terminate this Agreement. The Department reserves the right to terminate this agreement at its option at any time.
5. The Volunteer shall not be considered as a state employee under Chapter 124 of the Ohio Revised Code, shall not be permitted to participate in any public employee retirement program while a participant in the Department’s Volunteer Program, and is not eligible for unemployment compensation benefits under Section 4141.01 through 4141.46 of the Ohio Revised Code.
6. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.
7. The Volunteer is hereby designated as a state employee for the purpose of indemnification from liability incurred in the performance of the duties assumed under this Agreement pursuant to Section 9.87 of the Ohio Revised Code and for purposes of immunity under Section 9.86 of the Ohio Revised Code.
8. In consideration of being allowed to volunteer and participate in mutually agreed upon work projects assigned by the Department, the Volunteer agrees to follow the directions of the Department staff member in charge and to comply with all pertinent volunteer policies of the Department. The Volunteer acknowledges that volunteer duties involve activities which are inherently dangerous, including those conducted within close proximity to the water, and the Volunteer expressly agrees to assume all

(over)

risks of accident, injury or death and releases and forever discharges the Department and its employees, officers and agents from any and all liability for personal injury, death or property damage of any kind sustained in association with participation by the Volunteer in volunteer activities, whether such personal injury, death or property damage is caused by the negligence of the Department or its employees, officers, agents or otherwise.

9. All state-issued uniforms and equipment shall be returned to the Department within 14 days of termination of this Agreement.

**IN WITNESS WHEREOF**, this agreement and all duplicate copies are effective upon execution by all intended parties.

**VOLUNTEER:**

**STATE OF OHIO DEPARTMENT  
OF NATURAL RESOURCES:**

---

Signature

Date

---

Rodger M. Norcross, Chief

Date

Division of Watercraft

as designee for James Zehringer, Director

---

Date of Birth

---

Driver's License Number

Expiration Date