

**WYOMING STATE FAIR BOARD
VOLUNTEER SERVICE AGREEMENT**

1. **Parties.** This Agreement is entered into by the Wyoming State Fair Board (WSF), whose address is 400 West Center Street, Douglas, WY 82633, and the Volunteer identified in paragraph 2 below.

2. **Name and Information.** (Please type or print)

(Last) _____, (First) _____, (MI) _____
Mailing Address _____ City _____ State _____ Zip _____
Telephone Number: _____ Cell Phone Number: _____
Email Address: _____

Parent or Guardian Name and information (if under the age of 18)

(Last) _____, (First) _____, (MI) _____
(If different from above)
Mailing Address _____ City _____
State _____ Zip _____
Telephone Number: _____ Cell Phone #: _____
_____ Email Address: _____
Relationship to the Volunteer: _____

3. **Purpose and Consideration.** The Volunteer desires to provide Volunteer services for the WSF and engage in activities related to serving as a volunteer, not for monetary consideration, but in consideration for the opportunity to participate with the WSF, and have general Wyoming State Fair admission fees waived.

4. **Projects.** The Volunteer agrees that this Agreement shall apply to the following projects and duties:

5. **Term of Agreement.** The Effective Date of this Agreement is the date of last required signature. The term of this Agreement is from the Effective Date through _____.

6. **Waiver and Release.** The Volunteer agrees to release and forever discharge and hold harmless the WSF and its successors and assigns from any and all liability, claims, and demands of any kind of nature, either in law or in equity, which arise or may hereafter arise from the volunteer services provided to the WSF. The Volunteer, by signing this Agreement, understands and acknowledges that this Agreement discharges the WSF from any liability or claim that the Volunteer may have against the WSF with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services provided to the WSF or that may occur while volunteering on WSF property.

7. **Individual Volunteer Responsibilities.** The Volunteer agrees to:

- A. Adhere to federal, state, and local laws and regulations.
- B. Adhere to rules, procedures, and instructions of the WSF Staff.
- C. Not interfere with WSF employees' duties at any time while volunteering.
- D. Not possess firearms at any time while volunteering. This does not apply to certified law enforcement officers who are authorized by his or her agency to carry a firearm.
- E. Not possess, nor be under the influence of, alcohol or illegal drugs at any time while volunteering.
- F. Obtain formal parental or guardian consent for attendance and participation (if under age

18). This includes consent for the use of photos and video of members or other likenesses in publications, including web pages.

G. Immediately notify the WSF Staff in the event the Volunteer is involved in any accident or exposed to potential liability while performing any assigned duties or services under this Agreement.

H. Not perform any work which may adversely affect an existing, known medical condition.

8. Insurance. The WSF does not assume any responsibility or obligation to provide the Volunteer with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. The WSF will not provide any benefits traditionally associated with employment to the Volunteer. The Volunteer expressly waives any such claim for compensation or liability on the part of the WSF beyond what may be offered freely by the WSF in the event of injury or medical expenses incurred by the Volunteer. The Volunteer understands that the scope of the Volunteer's relationship with the WSF is limited to a volunteer position and shall not be considered an employee of the State of Wyoming for any purpose and that no compensation, benefits, or financial assistance is expected in return for services provided by the Volunteer. The Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of the Volunteer's services to the WSF.

9. Medical Treatment. The Volunteer agrees to allow the WSF, at its discretion, to provide any first-aid treatment or call upon professional medical services in connection with an emergency during any volunteer work being provided by the Volunteer. The Volunteer shall release and forever discharge the WSF from any claim whatsoever which arises or may hereafter arise on account of any such medical treatment provided.

10. Sovereign Immunity, Applicable Law, Jurisdiction, and Venue. Pursuant to Wyo. Stat. § 1-39-104(a) the State of Wyoming and the WSF expressly reserve sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

11. Vehicle Liability. The Volunteer may operate a WSF vehicle while performing volunteer duties only if the WSF's Staff has authorized such use and such use has been approved by the Director of the Department of Administration & Information or the State Risk Manager. The Volunteer must maintain a valid driver's license and vehicle insurance coverage as a condition of service.

Will the Volunteer operate a WSF vehicle? Yes No

Has the Volunteer provided proof of valid driver's license?

Has the Volunteer provided proof of valid insurance?

Has the Volunteer completed the required state training?

12. Photo Release. The Volunteer gives consent for the WSF to use photos, video, or both of the Volunteer or other likenesses in publications, including web pages.

13. Termination of Agreement. Either party may terminate this Agreement without cause immediately upon written notice to the other party.

14. Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

15. Signatures and Acknowledgment. By signing this Agreement, the party certifies that they have read and understand it, agree to be bound by its terms, and have the authority to sign it. The Volunteer understands and agrees that he or she will conduct the assigned tasks to the best of their ability. The Volunteer understands and agrees that this is a legal contract and is not valid until signed by the parties. The Volunteer is advised, but not required, to seek legal advice from an attorney prior to executing this Agreement.

Volunteer (Please Print)

Date

Volunteer Signature

Date

Guardian Signature if applicable

Date

WYOMING STATE FAIR BOARD

Courtney Conkle, Manager

Signature

Date