

**WYOMING DIVISION OF STATE PARKS, HISTORIC SITES & TRAILS  
GROUP VOLUNTEER SERVICE AGREEMENT**

1. **Parties.** This Agreement is entered into by the Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites & Trails (Division), whose address is 2301 Central Ave, Cheyenne, Wyoming, 82002 and Group, as identified in paragraph 2 below.
2. **Group Name and Information.** (Please type or print)  
 Group Name \_\_\_\_\_  
 Group Leader (Last)\_\_\_\_\_, (First)\_\_\_\_\_, (MI) \_\_\_\_\_  
 Group Leader Mailing Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip \_\_\_\_\_  
 Group Leader Telephone Number \_\_\_\_\_  
 Group Leader Email Address \_\_\_\_\_
3. **Purpose and Consideration.** The Group agrees to perform services for the Division, not for monetary consideration, but in consideration for the opportunity to participate with the Division.
4. **Projects.** The parties agree that this Agreement shall apply to all projects/duties, as specifically detailed below (to be filled in by Division):  
 A. \_\_\_\_\_
5. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date through the end of Group's participation in any Division project or the end of the calendar year following the Effective Date, whichever occurs first.
6. **Group Responsibilities.** The Group must identify a Group Leader prior to the start of a project who will be responsible for the safety and well-being of all Group members. The Group Leader agrees to:
  - A. Provide coordination and supervision for members at all times while volunteering.
  - B. Ensure all members adhere to federal, state, and local laws and regulations.
  - C. Ensure all members adhere to park rules, procedures, and instructions of the Division's Project Supervisor at all times while volunteering.
  - D. Ensure members do not interfere with Division employees' duties at any time while volunteering.
  - E. Prohibit members from possessing 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.
  - F. Ensure members do not possess and are not under the influence of alcohol or illegal drugs at any time while volunteering.
  - G. Obtain formal parent or guardian consent for the attendance and participation of all juvenile (under eighteen (18) years of age) members. This includes consent for the use of photos and video of members or other likenesses in publications, including web pages.
  - H. Immediately notify the Division's Project Supervisor supervising the Group's activities in the event a member is involved in any accident or exposed to potential liability while performing any assigned duties or services under this Agreement.
  - I. Prohibit any member from performing any work which may adversely affect an existing, known medical condition.
7. **Entirety of Agreement.** This three (3) page Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. **Sovereign Immunity, Applicable Law, Jurisdiction and Venue.** Pursuant to Wyo. Stat. § 1-39-104(a) the State of Wyoming and Division expressly reserve sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns. 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. 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 immunity.
9. **Status of Volunteers.** Volunteers are deemed to be public employees for purposes of the Governmental Claims Act. Nothing in this Agreement shall be interpreted as authorizing the Volunteer to act as an agent for or on behalf of the State of Wyoming or the Division or to incur any obligation of any kind on the behalf of the State of Wyoming or the Department. Except as otherwise set forth herein, the Volunteer agrees that no health or hospitalization benefits, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Volunteer as a result of this Agreement.
10. **Vehicle Liability.** Volunteers may operate a Division vehicle while performing volunteer duties only if the Division's Project Supervisor has authorized such use and such use has been approved by the Director of the Department of Administration & Information or the State Risk Manager. Any liability arising from a volunteer's authorized operation of the vehicle shall be covered as provided in Section 9 of this Agreement. Volunteers must maintain a valid driver's license and vehicle insurance coverage as a condition of service.

**Will any Volunteer operate a Division vehicle? ☐ Yes ☐ No**

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

**☐ Has the Volunteer provided proof of valid insurance?**

11. **Photo Release.** Group gives consent for the Division to use photos and video of Group or other likenesses in publications, including web pages.
12. **Workers' Compensation.** The Division provides Workers' Compensation coverage to its volunteers. Accidents must be reported to the Division within three (3) days.
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. **Criminal and/or Civil Court Record.**

**Has the Group Leader ever been convicted (including pleading guilty or no contest) of a felony or DUI? ☐ Yes ☐ No**

**Are you now under charges for any offense against the law? ☐ Yes ☐ No**

If answering yes to either question, please give complete details on separate page. (This information will be kept confidential.)

**Note:** Responding "Yes" does not automatically disqualify an individual from volunteering. The Project Supervisor must consider all pertinent aspects of the situation, including the nature and circumstances that required an affirmative response and the nature and scope of the work to be

performed by Volunteer. If, for any reason, the Project Supervisor feels unable, or unwilling, to make a decision in the event of an affirmative response, the Project Supervisor must contact the Department Director, Division Administration or Human Resource Manager for guidance.

- 16. Authorization to Conduct Investigation and Consent to Release of Records.** Group Leader expressly authorizes the Division, under Wyo. Stat. § 7-19-106(k)(ii), to conduct a criminal background investigation or check, as it deems appropriate, and to obtain any information pertaining to law enforcement records of the Group Leader. Consent is hereby granted for the custodian of any such records to release such information to the bearer. This consent is intended to release the custodian of such records from any and all liability for releasing the requested information. Group Leader also understands and consents that the Division may conduct a background check of Group Leader's driving record.
- 17. Non-Discrimination.** The Division is strongly committed to providing a working environment free from sexual harassment or any form of discrimination. Copies of the Division policy on sexual harassment may be obtained by contacting the Division's Human Resource Office. Volunteers shall abide by the terms of the policy and shall follow the procedures contained in the policy should they be exposed to sexual harassment or any other form of prohibited discrimination. The Division actively supports the Americans with Disabilities Act and reasonably accommodates persons with disabilities who may wish to volunteer.
- 18. Signatures and Acknowledgment.** By signing this Agreement, the parties certify that they have read and understand it, agree to be bound by its terms, and have the authority to sign it. Group Leader understands and agrees that he or she will conduct the assigned volunteer tasks to the best of Group Leader's ability. Group Leader understands and agrees that this is a legal contract and is not valid until signed by the parties. Group Leader is advised, but not required, to seek legal advice from an attorney prior to executing this Agreement.

#### **GROUP**

\_\_\_\_\_  
Group Leader Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Group Leader Signature

\_\_\_\_\_  
Date

#### **WYOMING DIVISION OF STATE PARKS, HISTORIC SITES & TRAILS**

\_\_\_\_\_  
Division Representative/Project Supervisor Signature

\_\_\_\_\_  
Date