

Tool Library Volunteer Agreement

This Volunteer Agreement (“Agreement”) is entered into between Chippewa Valley Tool Library, a nonprofit organization (“the Tool Library”), and the undersigned volunteer (“Volunteer”).

1. Purpose

The purpose of this Agreement is to define the relationship between the Tool Library and the Volunteer, outline expectations, and ensure a safe, respectful, and effective volunteer experience.

2. Volunteer Status

- The Volunteer serves on a voluntary basis and is not an employee, contractor, or agent of the Tool Library.
- The Volunteer is not entitled to wages, benefits, or compensation of any kind.
- This Agreement does not create an employment relationship.

3. Volunteer Duties

The Volunteer agrees to perform assigned tasks to the best of their ability. Duties may include, but are not limited to:

- Tool intake, inspection, cleaning, and maintenance
- Assisting Volunteers with tool check-in/check-out
- Organizing tools and workspace
- Administrative or outreach support
- Event or workshop assistance

Specific duties and schedules will be coordinated with Tool Library staff or volunteer coordinators.

4. Time Commitment

- Volunteer hours are flexible unless otherwise agreed upon.
- The Volunteer agrees to notify the Tool Library as early as possible if they are unable to attend a scheduled shift.

5. Training and Supervision

- The Tool Library will provide orientation and relevant safety training.
- The Volunteer agrees to follow all instructions, policies, and safety guidelines provided.

6. Safety and Use of Tools

- The Volunteer acknowledges that working with tools involves inherent risks.
- The Volunteer agrees to use tools **only as trained and authorized**.
- The Volunteer will immediately report unsafe conditions, injuries, or accidents to Tool Library staff.

7. Code of Conduct

The Volunteer agrees to:

- Treat staff, Volunteers, and other volunteers with respect
- Follow all Tool Library policies and procedures
- Maintain a welcoming, inclusive, and harassment-free environment
- Refrain from discriminatory, abusive, or unsafe behavior

Failure to comply may result in termination of volunteer privileges.

8. Confidentiality

The Volunteer agrees to keep confidential any non-public information learned through volunteering, including Volunteer information, internal processes, and security procedures.

9. Property and Equipment

- All tools, equipment, keys, and materials remain the property of the Tool Library.
- The Volunteer agrees to return all property upon request or at the end of their service.

10. Media Release (Optional)

The Volunteer grants permission for the Tool Library to use photographs or videos taken during volunteer activities for promotional or educational purposes.

☐ Yes ☐ No

11. Waiver and Release and Indemnification

Waiver and Release: Volunteer hereby acknowledges and agrees that using power and other tools can be an inherently dangerous activity and carries a risk of injury or death to persons, including Volunteer, and a risk of damage to property. Volunteer hereby waives and releases any and all claims of liability for negligence against the Tool Library for personal injury or death arising out of the use of any tool or tools used by Volunteer belonging to the Tool Library. Volunteer further waives and releases any claim for negligence against the Tool Library for damage to Volunteer's property while using any tool belonging to the Tool Library.

Volunteer acknowledges that using power and other tools can be a dangerous activity to himself/herself and others and for himself/herself, and personal representatives, heirs, and next of kin, hereby releases, waives, discharges and covenants not to sue the Tool Library and its agents, lessees, employees, volunteers, personal representatives, assigns, heirs and next of kin (hereinafter "Releasees") for any and all loss or damage, and any claim or damage therefore, on account of injury to the person or property of Volunteer or injury resulting in the death of Volunteer or otherwise while Volunteer is using any tool or tools borrowed from or belonging to the Tool Library.

Volunteer hereby assumes full responsibility for and risk of bodily injury, death or property damage or otherwise while using any tool or tools borrowed from or belonging to the Tool Library. Volunteer expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that if any portion of this section is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Indemnification of the Tool Library: Volunteer hereby agrees to defend, indemnify and hold harmless the Tool Library, its employees, volunteers, and agents from and against any and all claims, lawsuits, losses, liabilities, penalties, damages, claims, judgments, costs and expenses, including without limitation attorneys' fees, whatsoever arising out of the exercise of the rights under this Agreement by Volunteer or based upon any act or omission on the part of any of Volunteer or Volunteer's employees, servants, agents, guests, and invitees, in relation thereto.

The Tool Library shall not be liable, in any manner, shape or form for injury or damage to any person or persons or property arising out of rights granted under this Agreement or the use of the tools thereunder. Volunteer agrees to defend and hold the Tool Library harmless against all costs, expenses, liabilities, losses, fines, penalties, claims and demands, arising out of any violation or act of default of Volunteer in the conditions and covenants of this Agreement. Volunteer shall indemnify the Tool Library from all liability, loss, or damage claims or obligations resulting from any injuries or losses of this nature.

12. Termination

- Either the Volunteer or the Tool Library may terminate this Agreement at any time, with or without notice.

13. Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin.

14. Entire Agreement

This document constitutes the entire agreement between the parties and may be modified only in writing.

Volunteer Acknowledgment

I have read and understand this Volunteer Agreement and agree to its terms.

Volunteer Name: _____

Signature: _____ **Date:** _____

Phone / Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Tool Library Representative

Name: _____

Signature: _____ **Date:** _____