

# Yakima Valley Trolleys

## Membership Application

We appreciate your interest in YVT membership! Please return the form below, or alternatively, apply online at <https://members.yakimavalleytrolleys.org/>

Name: \_\_\_\_\_  New Member  Renewal

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Please list any previous experience with railroads, museums, or similar organizations:

Please indicate specific areas in which you have talents or would like to help with:

- |  |   |
|--|---|
| <input type="checkbox"/> Trolley restoration/maintenance | <input type="checkbox"/> Public relations         |
| <input type="checkbox"/> Trolley operation               | <input type="checkbox"/> Finances and bookkeeping |
| <input type="checkbox"/> Track maintenance               | <input type="checkbox"/> Website and e-mail       |
| <input type="checkbox"/> Overhead wire maintenance       | <input type="checkbox"/> Publications/newsletter  |
| <input type="checkbox"/> Ticket selling/gift shop        | <input type="checkbox"/> Audio/video productions  |
| <input type="checkbox"/> Board of Directors/officers     | <input type="checkbox"/> Archives/library         |
| <input type="checkbox"/> Liaison with City of Yakima     | <input type="checkbox"/> Fund raising             |
| <input type="checkbox"/> Museum development              |   |
| <input type="checkbox"/> Other: _____                    |   |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### DUES, DONATIONS, and VOLUNTEER AGREEMENT

Dues are \$30 US (Individual) or \$60 US (Family) per calendar year. Donations are gladly accepted to help with necessary repairs and projects of the YVT. YVT is a 501 (c) (3) non-profit organization. All donations are tax-deductible.

- Enclosed is \$30 / \$60 for membership. \$ \_\_\_\_\_
- Enclosed is my donation in the amount of: \$ \_\_\_\_\_
- Total enclosed: \$ \_\_\_\_\_

If you intend to actively volunteer, we are also required to have on file a signed copy of our Volunteer Liability Waiver and Agreement.

Please mail application, dues (payable: Yakima Valley Trolleys), and volunteer agreement to:  
Yakima Valley Trolleys, P.O. Box 796, Yakima, WA 98907

# Yakima Valley Trolleys Volunteer Liability Waiver and Agreement

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The Yakima Valley Trolley (hereafter, "YVT") is a nonprofit organization whose mission is to preserve, restore, maintain, and operate the former Yakima Valley Transportation Company railroad line in such fashion as to present a historically accurate representation of day-to-day operations of the Yakima Valley Transportation Company. The YVT regularly engages volunteers in its activities. By signing below, I, the Volunteer (or the Volunteer's legal guardian), agree that:

## Policies and Safety Rules

For my safety and that of others, I will comply with the YVT's volunteer policies, safety rules and other directions for all volunteer activities. I will supervise any child or other person for whom I am responsible. If I become aware of any hazardous condition or danger at a YVT program site, I will alert the YVT.

## Awareness and Assumption of Risk

I understand that the YVT's activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of the YVT, its directors, officers, employees and agents, other volunteers, and others present at YVT program sites. These risks may arise from risks inherent in YVT programs, including but not limited to railroad operations, the operation of heavy machinery, high voltage electrical currents, and activities taking place in streets or other public and private rights-of-way. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at YVT program sites or participation in YVT activities, regardless of the cause.

## Waiver and Release of Claims

In consideration for my participation in YVT programs, I waive and release any and all claims against: the YVT; the owner(s) of premises on which YVT programs take place (collectively, "Landowners"); and the YVT's and Landowners' directors, officers, agents, employees, volunteers and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a YVT program site or participation in YVT activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

## Medical Care Consent and Waiver

I authorize the YVT to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon the YVT to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my volunteer activities with the YVT.

## Indemnification

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my YVT volunteer activities or presence and YVT program sites, except and only to the extent

the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

## Confidentiality

As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my YVT volunteer activities or as the YVT's President expressly authorizes in writing.

## Assignment of Work Product

If I prepare any work product for the YVT, I intend for the YVT to have full and exclusive rights to such work product, including brochures, reports, websites, software, presentations, or other materials I create or help to create for the YVT, and any intellectual property rights in or derivatives of such work product. Accordingly, I: (a) assign to the YVT all rights, title, and interest worldwide in the work product; (b) grant to the YVT an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to the YVT; and (c) waive enforcement against the YVT of any rights in the work product that cannot be assigned or licensed to the YVT.

## Publicity

I consent to the use by the YVT of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the "Materials"), as the YVT may deem appropriate to promote its programs. The YVT may make the Materials available at its discretion to third parties, on the YVT's website, in the YVT's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to the YVT all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

## Volunteer Not an Employee

I understand that (i) I am not an employee of the YVT, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any YVT insurance, health care, worker's compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with the YVT.

## General Provisions

I understand that this agreement will be binding for the duration of my involvement with the YVT's programs. This is the final, complete, and exclusive agreement between the YVT and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

**I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.**

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**Volunteer Name**

**Volunteer Signature**

**Date**

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**Parent's/Guardian's Name (if under 18)**

**Parent's/Guardian's Signature**

**Date**