I. SUMMARY

The purpose of this policy is to foster public participation in the Department’s Volunteer Stewardship Program (“the Program”).

II. POLICY

It is the Department’s policy to foster public participation in the Program to help preserve, maintain and enhance the lands and facilities under the Department’s jurisdiction at minimum cost to the state.

III. PURPOSE AND BACKGROUND

The Department of Environmental Conservation is responsible for the management of more than four million acres of state land and conservation easements and numerous facilities under its jurisdiction. From forests and lakes to parks and campgrounds, it is an enormous undertaking to preserve and protect such vast and diverse environmental resources. The Department’s ability to adequately maintain these resources is greatly enhanced with the help of many individuals and groups that volunteer their time and talent to help preserve and enhance these resources for all to enjoy.

Pursuant to the powers set forth in ECL § 3-0301, the Department has made use of volunteers for a wide range of activities. Such activities may involve remediating vandalism, picking up litter and trash, establishing or maintaining trails, providing interpretive services for school groups and other citizens, managing fish and wildlife habitats, or otherwise providing positive benefits to state land and facilities.

This Policy establishes the procedures the Department will use to consider stewardship proposals made by individuals and groups through the Program Application process. At its sole discretion, the Department may provide the assistance of personnel, facilities and supplies in support of the activities described in the subsequent Agreement. Consistent with all other laws and regulations, stewardship activities may be recognized by the placement of appropriate signs on or
near the designated stewardship area. Other forms of recognition, including but not limited to certificates, press releases, and newsletters may be provided as the Department deems appropriate.

IV. RESPONSIBILITY

The responsibility for interpretation and update of this document, and overall management shall reside with the Department’s Office of Natural Resources and the Office of Administration, or its successor.

V. PROCEDURE

The Department will invite and encourage individuals and groups to become active supporters of state land management through participation in the Program. Participants will be informed about the purpose of the Program, the procedures for entering into Volunteer Stewardship Agreements, and the responsibilities that go along with becoming a volunteer under this Program.

These procedures are to ensure that any stewardship activities undertaken through this Program must assist the Department in meeting its state land management objectives at minimum cost to the state. Volunteer Stewardship Program applications should be submitted to the appropriate Respective Management Authority.

The following guidelines provide the basis for Respective Management Authority review of stewardship proposals to decide their suitability for achieving Department objectives, their prospect for satisfactory completion, and the availability of Department staff for oversight and support.

A. APPLICATION PROCESS

1. Individuals or groups who wish to volunteer their services to the stewardship of state lands shall be given an application and information describing the Program.

2. A “Volunteer Stewardship Program Application” (Appendix I) shall be submitted to the Respective Management Authority by the individual or authorized representative of the group or organization.

3. In addition, each volunteer participating in the Program must fill out either the standard “Volunteer Application” (Appendix III) or the “Limited Use Volunteer Application” (Appendix IV), to participate in volunteer activities. An application form must be submitted for each individual, or in the case of groups and organizations, for each member, that will participate in any activity set forth in the Agreement.

   a. Appendix III - Volunteer Applications will remain valid for the life of the Agreement subject to periodic updates. In the event a volunteer’s personal and/or contact information changes, a new application form must be completed.

   b. Appendix IV - Limited Use Volunteer Applications will be used for Stewards who are participating for a short time frame, up to five (5) consecutive days.

4. Each group or organization shall provide the Department with a list of individuals who are authorized to act as an “initiator” and/or “supervisor” for the purpose of initiating the volunteer
applications found in Appendix III and Appendix IV for each member of the respective group or organization who will be performing volunteer activities pursuant to the Agreement. All original and completed volunteer application forms must be submitted to the Respective Management Authority for further processing.

5. Activities must comply with all applicable state and local laws, regulations, policies, and approved Unit Management Plans, Recreation Management Plans and Department work plans. In the absence of a plan, interim authorization of activities may be given by the Respective Management Authority. The Department may consider factors such as safety, environmental sensitivity, need, and cost in determining which state lands and activities may be eligible or appropriate for an Agreement.

B. ENTERING INTO THE AGREEMENT

1. Upon approval of the Volunteer Stewardship Program Application, the Respective Management Authority and the Steward shall review the proposed stewardship activities and other conditions of the Agreement.

2. An Agreement shall be completed and signed by both the Department and the Steward for each approved Volunteer Stewardship Program Application. Project specific conditions shall be a part of all Agreements, including provisions for training and for equipment related to the protection of the health and safety of volunteers.

3. Stewardship activities may be amended in the Agreement only by the express mutual consent of the Department and the Steward.

4. The Department may immediately suspend all stewardship activities and revoke the Agreement at any time during the term of the Agreement, at its sole discretion. If the Steward wishes to terminate the Agreement, he/she/it shall provide the Department with thirty (30) days written notice.

5. Stewardship activities shall be evaluated by the Respective Management Authority annually to determine whether they merit continuation or modification.

6. As volunteers in this Program, participants are provided with the same liability and workers' compensation protection as salaried state employees, as long as they are acting within the scope and terms of the Agreement and comply with the Department’s guidelines for use of volunteers.

7. The Department may provide recognition of the stewardship activities by appropriate signage on or near the designated stewardship area, facility or by such other means as it may deem appropriate.

8. The Commissioner authorizes the Department’s Regional Directors to enter into Volunteer Stewardship Agreements on his or her behalf.

9. Generally, Volunteer Stewardship Agreements will be issued by the Regional Office having Respective Management Authority over the natural resource(s), facility(ies) and activity(ies) that is/are the subject of the Agreement; however, Agreements involving activities in more than one Region may be issued provided that they are signed by the Director of each Region having Respective Management Authority over the natural resource(s), facility(ies) and activity(ies) involved.
10. Copies of all approved Agreements shall be forwarded to the appropriate Respective Management Authority (Division or Region), and to the appropriate Division in the Central Office, Albany.

11. Copies of completed volunteer applications must be maintained by the appropriate Region or Division having Respective Management Authority over the subject Agreement and in accordance with Records Retention Policies (three years from the date participation ends).
Completed application(s) should be submitted to the appropriate DEC personnel responsible for the management of the lands or facility which you are interested in volunteering. Contacts can be found by accessing the Regional Office contacts webpage at www.dec.ny.gov/about/50230.html or by calling (518) 473-9518.

A. Applicant Information

Name:________________________________________________________ (Print)
Address:________________________________________________________
City, State, Zip:___________________________________________________
Telephone:  Home _____________________ Work/Cell _________________________
Email: _______________________________

B. The activities of the Steward will be performed as (check one):

   An Individual _______ An Organization* _______ A Group* _______

*If activities are to be performed as an organization or group, please indicate:

Group Name:_______________________________________________________
Group Address:_____________________________________________________
_________________________________________________________________
Your position or authority:____________________________________________
C. Location of the natural resource(s) and/or facility

Town(s): ______________________________________________________________

County(s): ____________________________________________________________

DEC Region(s): _____________

DEC Management Unit(s): _______________________________________________

Site/Facility Name: ______________________________________________________

D. Proposed activity/activities:

Please describe the activities you would like to perform as a Steward:
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

(Use additional sheets and attach as a part of this application, if necessary)

E. Proposed Term of Agreement (check most appropriate):

☐ one day, ☐ one week, ☐ season (give dates) ________________,
☐ one year, ☐ ongoing (up to 5 years).

In addition to this application, it may be necessary to complete administrative forms and provide a copy of the by-laws or charter of the organization(s) or group(s) that are involved in the Volunteer Stewardship Program.

Applicant Signature: ______________________  Date: ___________
Volunteer Stewardship Agreement

Appendix II

Stewardship Agreement Number: ______________________
Stewardship Agreement Name: ________________________________________________
Project: ___________________________________________________________________
DEC Land unit(s): __________________________________________________________________

This Volunteer Stewardship Agreement (the "Agreement") is made between ______________, primarily located or residing at ______________, (the "Steward") and the New York State Department of Environmental Conservation (the "Department"), collectively referred to as the "Parties."

WHEREAS, Section 0301 of Article 3 of the Environmental Conservation Law authorizes a stewardship agreement between the Commissioner of the Department and an individual, group or organization ("Steward") for the purpose of preserving, maintaining or enhancing natural resources or facilities, or a portion thereof, in accordance with all relevant laws, rules, regulations and policies of the Department; and,

WHEREAS, there is need for the services and support of volunteers to aid in the conservation, preservation, maintenance and enhancement of state-owned natural resources at minimum cost to the State; and,

WHEREAS, the Parties wish to establish the activities, requirements and responsibilities of a stewardship program for that certain tract(s) of land known as ______________, situated in the Township(s) of ______________, County(ies) of ______________, DEC Region(s) ______________, and the State of New York, containing _____ acres more or less; and,

NOW, THEREFORE, it is agreed that the Parties enter into this Agreement to establish the terms and conditions of a stewardship program, and that such program provide that the natural resource or facility named in this Agreement be preserved and maintained in its natural state, and/or managed to enhance or restore the value it provides, as described more fully in this Agreement and consistent with all relevant laws, rules regulations and policies of the Department.

The terms of this Agreement shall commence on the Effective Date of ______________ and continue until ______________, unless terminated prior thereto in accordance with clause 8, Termination.

Volunteer Stewardship Program
IT IS MUTUALLY AGREED THAT:

1) Activities

Activities permitted by the Steward on this natural resource or facility pursuant to this Agreement are:

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

(Use additional sheets and attach as a part of this Agreement, if necessary)

2) Technical Services

Assistance provided by the Department shall consist of:

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

3) Responsibilities

The Steward is responsible for:

a) Ensuring the completion of the activities described in this Agreement in the manner agreed upon with the Department and providing appropriate supervision of enlisted volunteers.

b) Collecting completed volunteer application forms, which shall include the name, address and phone number of each volunteer (see Appendix III for Volunteer Application and Appendix IV for Limited Use Volunteer Application) in advance of the performance of activities set forth in the Agreement and verifying the volunteer’s identity though appropriate identification. This information is needed to provide the participants with liability and workers compensation protection. Original completed volunteer forms must be provided to the Department contact person as soon as possible after new volunteers have been added. (A complete volunteer list shall be kept current and provided to the Department contact person).

c) Complying with the Child Labor Law, as it pertains to under-aged volunteers; parent/legal guardian signature is required for volunteers under the age of 18; volunteers under 16 may only participate in yard/household type work activities (no machinery) as part of an organization.

d) Reporting to the Respective Management Authority annually, on work accomplished and number of volunteers and hours spent on activities.

e) Discussing with the Department’s contact person any problems, disagreements, questions of interpretation regarding the Agreement or other concerns as soon as possible.
f) Following the proper Health and Safety Manual provided by the Respective Management Authority.

g) Providing appropriate training and equipment in accordance with applicable federal and state laws, and Department policies, programs and guidelines.

The Department is responsible for:

a) Maintaining copies of completed volunteer applications in the appropriate Region or Division, for the life of the Agreement, plus 3 years.

b) Evaluating stewardship activities annually to determine their merit for continuation.

c) Discussing with the Steward’s contact person any problems, disagreements, questions of interpretation regarding the Agreement, or other concerns as soon as possible.

d) Providing the Health and Safety manual to the Steward and assisting in identifying appropriate training and safety equipment.

4) Contacts

The contact person for the Steward is ____________________________, who may be reached at the following address, email and telephone number:

__________________________

The contact person for the Department is ____________________________, who may be reached at the following address, email and telephone number:

__________________________

5) Recognition

The Department may provide recognition of the Steward and its stewardship activities by appropriate signage on or near the designated natural resource or by such other means as the Department may deem appropriate.

6) Land Use

Nothing contained herein shall prevent or hinder the Department from carrying out its regular activities on the stewardship area that is the subject of this Agreement, nor alter or change the traditional access and use by the public of the stewardship area covered by this Agreement.

7) Agreement and Renewal

This Agreement may not be modified in scope, or altered in any other manner, except upon the express mutual agreement of both Parties. The Steward shall have the option of renewing the Agreement with the approval of the Department and subject to the Department’s continuation of the Volunteer Stewardship Program. This Agreement may be amended upon the mutual written consent of both parties. This Agreement shall not exceed 5 years in length.
8) **Termination**

The Department may immediately suspend all stewardship activities and terminate the Agreement at any time during its term if, at its sole discretion, the Department determines the conditions of the Agreement are not being met, or if the activities described herein are no longer required. If the Steward wishes to terminate the Agreement, he/she/it shall provide the Department with thirty (30) days written notice of the intent to terminate this Agreement.

9) **Liability Protection**

As volunteers, individual participants in the Program are provided with the same liability and workers compensation protection as salaried state employees, provided they are acting within the scope and terms of the Agreement, have completed the required forms and otherwise meet the requirements of New York State Public Officers Law § 17. This protection may also apply to individuals volunteering collectively as part of an informal group, but does not apply to an organization itself, whether or not formally incorporated, because it does not meet the definition of an employee under Public Officers Law § 17.

If a civil action or proceeding is filed against a volunteer relating to any alleged act or omission made within the capacity and scope of this agreement, the volunteer may request defense or indemnification by the State pursuant to § 17 of the Public Officers Law.

The volunteer must comply with Public Officers Law § 17, which, among other things, requires delivery to the attorney general (or an assistant attorney general), a copy of any summons, complaint, process, notice, demand or pleading within five days after being served with such a document.

The volunteer must also notify the Department’s Regional Attorney for the Region where the incident occurred immediately after being served with such document. Please see the attached contact sheet to determine the appropriate Regional Attorney to contact.

The duty to defend or indemnify and save harmless is conditional upon the full cooperation of the volunteer in the defense of such action or proceeding and in defense of any action or proceeding against the State based upon the same act or omission, and in the prosecution of any appeal.

In all instances, the Steward must report to the Department Contact any injury, event or claim, arising from any actual or alleged act, error or omission occurring in connection with the Stewardship Program, as soon as possible and not later than by the close of business the next business day upon becoming aware of such an allegation or occurrence.

10) **Liability Insurance for Organizations**

Individual volunteers deemed State employees under State laws are provided with liability protection. However, the State is not legally authorized at this time to extend the same coverage/protection to organizations that may have members serving as volunteers or are organizing/overseeing volunteer efforts pursuant to a Volunteer Stewardship
Agreement with the Department. As a result, any organization entering into a Volunteer Stewardship Agreement is responsible for obtaining the appropriate level of liability insurance coverage in the event of any claim or litigation arising from alleged acts or omissions relating to its activities undertaken within the scope of the Program and this Agreement.

11) Health and Safety

Federal and State laws clearly set forth the standards for achieving the necessary, beneficial goal of safe and health-wise working conditions. To ensure minimal on-the-job risk to volunteers, Stewards will follow the Respective Management Authority’s health and safety policies, programs, and guidelines when administering their Programs. The success of this Program depends not only on the proper attitude of Stewards and volunteers toward injury and illness prevention, but the interpersonal attitude of each volunteer toward others. Cooperation by all volunteers under this Agreement is a key element to implementing and sustaining an effective health and safety program.

The Department is committed to ensuring proper training and information is provided to volunteers to ensure awareness of potential risks, to help them identify hazardous conditions and situations, and to be able to understand how to protect themselves while on the job. No volunteer is required to work at a job he or she believes is not safe. The cooperation of all volunteers is necessary to detect hazards and to suggest appropriate remedial measures.

12) Reporting Injuries

If any volunteer is injured while performing activities within the scope of the agreement, the injury must be reported to the Department contact as soon as possible and not later than by the close of business the next business day. The injured volunteer must inform any medical personnel that this will be a Worker’s Compensation Claim. The injured volunteer should not pay out-of-pocket or utilize his/her personal medical insurance.

13) Special Conditions

Special conditions of this Agreement are:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

(Use additional sheets and attach as a part of this Agreement, if necessary)
STEWARD

By: ________________________________________________________________
(Print Name of Individual or Authorized Representative)

Address: ____________________________________________________________
____________________________________________________________________
____________________________________________________________________

Signature: __________________________________________________________
(Individual or Authorized Representative)

Date: ____________________________

COMMISSIONER OF DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: ________________________________________________________________
(Print)

Signature: __________________________________________________________
(Authorized Representative)

Title: ______________________________________________________________

Date: ____________________________
Regional Attorney Contact Information

Region 1
Regional Attorney
50 Circle Road
Stony Brook, NY 11790-3409
(631) 444-0260
Nassau and Suffolk counties

Region 2
Regional Attorney
1 Hunter’s Point Plaza
47-40 21st Street
Long Island City, NY 11101-5401
(718) 482-4009
Brooklyn, Bronx, Manhattan, Queens and State Island

Region 3
Regional Attorney
21 South Putt Corners Road
New Paltz NY, 12561-1696
(845) 256-3164
Dutchess, Orange, Putnam, Sullivan, Ulster and Westchester counties

Region 4
Regional Attorney
1130 North Westcott Rd.
Schenectady, NY 12306-2014
(518) 357-2048
Albany, Columbia, Delaware, Greene, Montgomery, Otsego, Rensselaer, Schenectady and Schoharie counties

Region 5
Regional Attorney
1115 NYS Route 86, P.O. Box 296
Ray Brook, NY 12977-0296
(518) 897-1227
Clinton, Essex, Franklin, Fulton, Hamilton, Saratoga, Warren and Washington counties

Region 6
Regional Attorney
317 Washington St.
Watertown, NY 13601-3787
(315) 785-2238
Herkimer, Jefferson, Lewis, Oneida and St. Lawrence counties

Region 7
Regional Attorney
615 Erie Blvd. West
Syracuse, NY 13204-2400
(315) 426-7405
Broome, Cayuga, Chenango, Cortland, Madison, Onondaga, Oswego, Tioga and Tompkins counties

Region 8
Regional Attorney
6274 E. Avon-Lima Rd.
Avon, NY 14414-9519
(585) 226-5311
Chemung, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne and Yates counties

Region 9
Regional Attorney
270 Michigan Ave.
Buffalo NY 14203-2915
(716) 851-7190
Allegany, Cattaraugus, Chautauqua, Erie, Niagara and Wyoming counties

Volunteer Stewardship Program
## A. Applicant Information

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<th>Name: (First, Mi, Last)</th>
<th>Telephone: (Home/Cell)</th>
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## B. If a volunteer is working with minors or will be driving

If you answered “yes” to either of the above questions, please explain in Section F below or attach a separate sheet. None of the above circumstances represents an automatic bar to volunteer for work. Each case is considered and evaluated on individual merits in relation to the duties and responsibilities of the position(s) for which you are applying.

### B.1 Has the applicant ever been convicted of any crime (felony or misdemeanor)?

- [ ] Yes
- [ ] No

### B.2 Are the applicant currently under charges for any crime?

- [ ] Yes
- [ ] No

## C. Emergency Contact:

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<th>Name: _______________________________</th>
<th>Daytime Telephone Number _______________________________</th>
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## D. Are You Under 18 Years of Age?

- [ ] Yes
- [ ] No

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**PARENT/GUARDIAN PERMISSION (Only if Volunteer is under 18 years of age)**

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<th>Print Name:</th>
<th>Signature:</th>
<th>Relationship to Volunteer:</th>
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I certify that the answers on this Volunteer form are correct to the best of my knowledge and belief and that a false statement knowingly made may be considered cause for termination of volunteer service.

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## E. Stewardship Agreement Name:

**Initiated by:** (individuals authorized in the Stewardship Agreement)

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**DEC Respective Management Authority or his/her designee**

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## F. Remarks or additional information:

- [ ] Additional information attached

The Steward initiator must verify the volunteer’s identity before signing and submitting this application to the Department.

A photocopy of the volunteer’s driver license must be attached to this application if the volunteer will be driving a state or personal vehicle to perform activities as outlined in the Stewardship Agreement.
Requests for reasonable accommodations necessary to insure full participation in our interview and selection process should be addressed to the NYS DEC Affirmative Action Officer, 625 Broadway, Albany, New York 12233.

THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, GENDER, RELIGION, SEXUAL ORIENTATION, AGE, MARITAL STATUS OR DISABILITY IN EMPLOYMENT OR PROVISION OF SERVICES.

This form must be completed for each volunteer. Completed volunteer application forms must be forwarded to the Respective Management Authority or his/her designee who will maintain copies of completed volunteer applications for the life of the Agreement, plus 3 years. The information on this form is necessary to be certain that volunteers are covered by the Workers’ Compensation.

Volunteers are defined by 1) individuals performing tasks traditionally reserved for volunteers, i.e., they are not being used to supplant paid staff in performing staff activities; 2) the individuals are not being required to work certain hours or perform duties involuntarily; and 3) the individuals receive no remuneration for their activities. Volunteers under 18 years of age are not required to obtain employment certificates (working papers).

Questions concerning this form or the VSA Program may be directed to the DEC contact person. DEC Contacts may be found by accessing the Department’s Regional Office Contacts link at www.dec.ny.gov/about/50230.html or by calling (518) 473-9518 during normal business hours.

PERSONAL PRIVACY PROTECTION NOTIFICATION

The information you are providing on this application is being requested to meet the Department’s legal obligations. It will be used in accordance with Section 96 of the Public Officers Law. Failure to provide the requested information may result in your disqualification as a volunteer. The information will be maintained by the Director of Personnel, Department of Environmental Conservation, 625 Broadway, Albany, New York 12233 (518) 402-9273.

(08/05/13)
LIMITED USE VOLUNTEER APPLICATION
Appendix IV
New York State Department of Environmental Conservation
Volunteer Stewardship Agreement (VSA)

This application is for Stewards who are volunteering for a short period of time; up to, but no more than five (5) consecutive days. Examples of appropriate use of this application include: national trails day event, riverbank clean-ups, etc. A Supervisor must be present at all times. Volunteers cannot drive or be a passenger in a State vehicle. Completed application(s) should be submitted to the appropriate DEC contact. Department contacts can be found by accessing the Regional Office contacts link at [www.dec.ny.gov/about/50230.html](http://www.dec.ny.gov/about/50230.html)

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<th>Supervisor:</th>
<th>DEC Contact:</th>
<th>Region:</th>
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<th>Name of volunteering organization(s), if any:</th>
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**Volunteer Information** A volunteer must be at least 18 years of age; or a parent or legal guardian must be present and sign this form. Supervisor must initial in the box next to each volunteer’s name after verifying identification.

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<th>Volunteer or Parent/Guardian Signature:</th>
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**Supervisor Summary:** Were there any injuries?  
No  Yes

*If Yes,* the injury must be reported to the Department contact as soon as possible, but in no event later than the next business day. The injured volunteer should inform any medical personnel that the treatment should be covered under Worker's Compensation. The injured volunteer should not be required to pay out-of-pocket.

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**Supervisor’s Signature:**  
**Date:**

*Once signed by the Supervisor, this form is to be retained in the Regional Office.*