

Nevada Site Stewardship Program Site Stewardship Agreement

Stewardship Pledge, Liability Waiver, Photo Release and Information Release

CONDITIONS OF AGREEMENT

The State Historic Preservation Office (SHPO) has agreed that _____, hereinafter “Volunteer”, is qualified to perform the duties of Site Steward upon the following conditions:

Stewardship

1. The volunteer shall complete all training required by the Nevada Site Stewardship Program (NSSP).
2. NSSP will provide, and the Volunteer shall review and comply with, pertinent information, policies, statutes, rules, and regulations.
3. The Volunteer shall abide by all federal and state laws and are subject to all corresponding penalties especially the Antiquities Act 1906 and Archaeological Resource Protection Act 1979 that are taught to every volunteer Site Steward as part of their initial training.
4. The Volunteer has read and understood the Code of Ethics provided by the NSSP.
5. The Volunteer agrees not to misuse or misrepresent his/her participation in this program for personal gain – to obtain access to sites, records, or artifacts. He/she will not engage in the collection, destruction, sale, or trade of artifacts, nor disclose the confidential site location information with which they have been entrusted.
6. The Volunteer recognizes that the value of prehistoric, historic, and paleontological sites are in their context as well as content, and disturbing such a resource for purposes that are not expressly permitted in writing by the SHPO, NSSP, or the presiding land managing agency will adversely affect the resource.
7. The volunteer understands the confidential nature of working at archaeological, historical, and paleontological sites and with related data. He/she agrees to respect that confidentiality. He/she will ensure that site location information, descriptions, reports, maps, and photographs are not distributed in public documents nor made available to unauthorized individuals.

Release Waiver

1. The Volunteer understands that he/she is working at all times on a voluntary basis without compensation and is not an agent of either the State of Nevada or the SHPO.
2. The Volunteer does hereby release and forever discharge and hold harmless the SHPO and its successors and assigns from any and all liability, claims, and demands of whatever kind or

nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with NSSP.

3. The Volunteer understands that this Release discharges the SHPO from any liability or claim that the Volunteer may have against the state with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's activities with NSSP, whether caused by the negligence of the SHPO or its officers, directors, employees, or agents or otherwise. Volunteer also understands that the SHPO does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
4. The Volunteer understands that the participating land manager, for whom they are providing a volunteer service, may provide medical compensation resulting from injuries sustained during the course of duties as a Site Steward. It is the responsibility of the Volunteer to be sure an initial land manager volunteer agreement is signed and that such agreements are updated as required.
5. The Volunteer assumes all risks associated with the services to be provided as a NSSP volunteer, whether foreseeable or not, and whether arising from the negligence of the SHPO, NSSP, other volunteers, or unforeseeable others.

Law Enforcement

The Volunteer understands that he/she is not a law enforcement officer and cannot act in any law enforcement capacity. The use or carrying of firearms is not authorized as part of any function of the duties under NSSP. The Volunteer agrees that any use or possession of a firearm is outside the scope of his/her duties and agrees to hold NSSP, SHPO, DCNR, the State of Nevada, or participating agencies, free from any responsibility, claim, or other indemnity arising from use or possession of a firearm. The Volunteer understands that the use of firearms may invalidate certain volunteer agreements with both land managing agencies and NSSP and therefore agrees to abide by the prohibitions and/or stipulations that are attached to or enforced by those agreements.

Assumption of Risk

1. The Volunteer understands that there are no guarantees made by the State regarding the structural safety or freedom from injury or hazards while either going to/from a site, at any site, during any training, appreciation event, enrichment workshop, or other activities related to stewardship.
2. By signature of this Agreement, the Volunteer waives any right to sue the State of Nevada, DCNR, SHPO, NSSP, the State of Nevada, its political subdivisions, or any other volunteer for any damages that may be sustained as a result of services the Volunteer has agreed to perform.
3. The Volunteer releases the State of Nevada and its political subdivisions from all liability, direct or implied, which might arise from the performance of Volunteer services.

Photography

The Volunteer does hereby grant and convey unto the SHPO all rights, title, and interest in any and all photographic images and video or audio recordings made by the NSSP and its representatives during the Volunteer’s activities with the NSSP, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Personal Information Release

The Volunteer hereby agrees to allow the SHPO and NSSP to share the volunteer’s personal information including medical conditions, emergency contacts, phone, email, and physical address with the NSSP volunteer regional coordinators and the land managing agencies with which the volunteer has an active volunteer agreement.

This agreement can be cancelled or terminated with prior notice at any time by either the Volunteer or the SHPO.

By signing this application/questionnaire and agreement, I certify that the information provided is true, correct, and complete to the best of my knowledge. I acknowledge that any misrepresentation or falsification of the information herein will result in rejection of this application, removal from the program, and/or disqualification from future NSSP participation.

Signature _____ **Date** _____

Signature of Parent or Guardian Date
(if Volunteer is under 18 years of age)

Signature of NSSP Coordinator Date
for the SHPO

TERMINATION OF AGREEMENT

The above agreement was terminated on _____.

Signature of NSSP Coordinator Date
For the SHPO