



Volunteer Registration

Turn into Airport Administration no later than May 1, 2024

Date of Event: June 1, 2024

Cost: Free; Vendors must provide their own equipment i.e: canopies, tables, chairs, etc. No electricity or running water available.

Event Time: 10:00 am – 4:00 pm

Volunteer Information: Volunteers will be needed to assist this event for numerous areas of operation. A safety briefing and operating plan will occur Friday May 31st, 2024 at 1530 for the following day's events. All volunteers will be required to attend in person or via Zoom. The Head Volunteer for the group (if applicable) will be in charge of all volunteers written underneath them in this application. In the event the volunteer needs a letter stating their time for community service please notify the Airport Administrative Office. Each person working will need to complete a liability form, located at the end of this application.

Approval of Application: Upon approval of application, Yakima Air Terminal – McAllister Field will designate an area of operations for your described participation that will properly accommodate your attraction. Space designations are subject to change as applicants are processed.

Individual/Organization/Group Name (If applicable): _____

Head Volunteer

Name: _____ Number: _____ Email: _____

Volunteers/People Working (attach a separate sheet if more names needed):

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Name: _____ Number: _____ Email: _____

Volunteer Hours of Operation (Select One)

- All Day (0800-1800)
- Morning (0800-1100)
- Afternoon (1100-1500)
- Evening (1500-1800)

Volunteer Positions (Select One)

- Security
- Other: _____

Yakima Air Terminal – McAllister Field and the City of Yakima or their affiliates will not be held responsible for any liability, lost, stolen or damaged merchandise, items, or equipment or any injury incurred during YKM Aviation Day.

Printed Name of Vendor Representative: _____

Signature of Vendor Representative: _____ Date: _____

Yakima Air Terminal – McAllister Field, 2406 W Washington Ave, Suite B, Yakima WA, 98903
YKMinfo@YakimaWA.gov; www.flyykm.com/aviation-day/; 509-576-6149



YKM Aviation Day Volunteer Terms and Conditions

HOURS OF OPERATION

Volunteers hereinafter referred to as "LICENSEE", shall abide with the duties assigned for their titles during the Yakima Air Terminal – McAllister Field Aviation Day, June 1st, 2024.

OPERATION TERMS LICENSEE shall:

(a) Comply with all federal, state and local laws, including but not limited to laws relating to safety, sanitation & health. (b) Report and pay all federal, state & local taxes due as a result of operation under this agreement. (c) Not use any sound amplifying device. (d) Restrict all activities and advertising matter to the space assigned. (e) Post in a conspicuous place a professional quality placard showing menus and prices of all items. (f) Place all garbage and debris in plastic bags. (g) Maintain area at all times. (h) Use only fire-resistant materials for decorating. Display in food space a fire extinguisher with a current inspection certificate attached. (i) Remain within the assigned space allowed (j) Abide by all conditions, rule & regulations, written or oral, made by Fly-in/Arlington Airport at any time. All future written or oral conditions, rule & regulations shall become part of this contract as now published. (k) Promptly close any concession which in the sole discretion of the Airport Manager is inappropriate, or hazardous or in violation of this agreement. (l) Provide hoses for hook-up to water. (m) LICENSEE must provide for the acquisition of and disposal of grease barrels. (n) Obtain any and all required permits and licenses from City, County and State government authorities.

INSURANCE

If vendor is a tenant of the Yakima Airport – McAllister Field/City of Yakima, insurance is already on file and does not need to be submitted with this application. All submissions of insurance are subject to review by the City of Yakima.

Indemnification and Hold Harmless

- a. Licensee shall take all necessary precautions in performing the activity to prevent injury to persons or property. The Licensee agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Licensee, or any Licensee's agent or subcontractor, in performance of this Agreement.
- b. **Industrial Insurance Act Waiver**
It is specifically and expressly understood that the Licensee waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Licensee's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Licensee shall require that its subcontractors, and anyone directly or indirectly employed or hired by Licensee, and anyone for whose acts Licensee may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Licensee and the City, the Licensee's liability, including the duty and cost to defend, shall be only to the extent of the Licensee's negligence.
- d. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this section shall survive any expiration or termination of this Agreement.

ALCOHOL

Alcohol **will not** be allowed or served on the premise of the event.



ALTERATIONS

LICENSEE shall make no alterations to the electrical system, water system or the size and placement of booths or displays without permission of the Airport Operations Manager.

SECURITY

A temporary security rope fence will be erected and security officials designated by the Airport Security Coordinators will watch all entrances/exits to ensure personnel and attendees stay within the proper boundaries during the full duration of the event. All person(s) working at your station will need to be on file in this application with the Airport Administration Office and security badges will be issued for this event. In the event an alteration needs to occur to those on file, please notify the Airport Administrative Office immediately. The Yakima Police Department will have a presence at the event. **In the event an emergency, contact 911. For security concerns, questions or incidents, contact the following ASC's immediately:**

Jaime Vera, Operations/Maintenance Manager	(509) 426-1630
Shelby Barrett, Administrative Assistant/Event Manager	(509) 424-0882

OFFICIAL LOGO

This contract does not allow any vendor to use the official logo or trademark of the Yakima Air Terminal – McAllister Field Aviation Day and the City of Yakima. A specific request must be made by any vendor desiring to use the logo in the LICENSEE's booth.

SUBLETTING PROHIBITED

LICENSEE shall not sublet or assign any privilege or portion of the space covered by this agreement.

TERMINATION BY Yakima Air Terminal – McAllister Field Aviation Day

Yakima Air Terminal – McAllister Field Aviation Day and the City of Yakima may terminate this agreement and the privilege granted by it (a) at any time Yakima Air Terminal – McAllister Field Aviation Day and the City of Yakima in its sole discretion determines a need for the premises which is inconsistent with use and occupancy by LICENSEE. In this event termination shall occur immediately upon notice to LICENSEE.

RELEASE OF LIABILITY

All volunteers, their agents, employees, and invitees shall execute a City of Yakima Release of Liability and Assumption of Risk Agreement ("Release") in the form provides by the Yakima Air Terminal – McAllister Field and the City of Yakima. Without an executed Release(s), this registration shall not be approved and the volunteers, their agents, employees, and invitees shall not be allowed to attend the event. **The needed form is located on the last page of this application, please ensure each volunteer personnel has completed this form.**



SIGNATURE

LICENSEE SIGNATURE: I have read and agree to abide by all of the above during the 2024 Yakima Air Terminal – McAllister Field Aviation Day

Head Volunteer

Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

Volunteers/People Working (attach a separate sheet if more names needed)

Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

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Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

Print Name: _____ Signature: _____ Date: _____ Liability Form Completed? Y/N

AIRPORT AUTHORITY APPROVAL

- Liability waivers for all personnel attached

Notes:

Application Reviewed and Approved By:

Printed Name of Airport Authority: _____

Signature of Airport Authority: _____ Date: _____

Position Designation for Event: _____



**CITY OF YAKIMA RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT**

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISK: I UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH MY PARTICIPATION IN THE YAKIMA AIRPORT TOUR PROGRAM (“PROGRAM”), SUCH AS PHYSICAL AND/OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, DEATH, OR ECONOMIC LOSS. THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER’S ACTIONS, INACTIONS, OR NEGLIGENCE; THE CONDITION OF THE PROGRAM LOCATIONS OR FACILITIES; FORCE MAJEURE EVENTS; OR OTHER EVENTS OR ACTS OUTSIDE THE CONTROL OF THE CITY OF YAKIMA.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, I AGREE TO ASSUME ALL RISKS RELATED TO PARTICIPATION AND RELEASE FROM LIABILITY AND HOLD HARMLESS THE CITY OF YAKIMA AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY “CITY OF YAKIMA”) FROM ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF MY PARTICIPATION IN THE PROGRAM.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT THIS IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS FOUND TO BE VOID OR UNENFORCEABLE, THE REMAINING PORTIONS SHALL REMAIN IN FULL FORCE AND EFFECT. I ACKNOWLEDGE THAT MY PARTICIPATION IN THE PROGRAM IS CONTINGENT ON MY EXECUTING THIS AGREEMENT. I AGREE THAT IT SHALL BE LEGALLY BINDING UPON ME PERSONALLY, MY FAMILY, ESTATE, HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES, **IT BEING MY INTENTION FULLY TO ASSUME ALL THE RISKS ASSOCIATED WITH THE PROGRAM AND TO RELEASE THE CITY OF YAKIMA FROM ANY AND ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

I understand that any changes to this Agreement must be in writing.

*I have read, understood, and accept the conditions of the **Liability Release** Printed Above:*

Agency: _____

Name (Print): _____

Signature: _____

Date: _____

Signature: _____

Date: _____

(Parent/Guardian if registrant under the age of 18)

Emergency Contact

Name: _____

Phone Number: _____

(First Last, Relation)