

VOLUNTEER RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK
INFORMED CONSENT, RISK ACKNOWLEDGMENT
AND INDEMNITY AGREEMENT

(completed by each volunteer) PLEASE READ CAREFULLY

Volunteer Understands That by Signing this Agreement Volunteer is Waiving Certain
Legal Rights, Including the Right to Sue

Volunteer Personal Information:

Name _____

Address _____ City _____ State _____

Phone Number _____ Cell Number _____

E-Mail Address _____

This **Volunteer Release of Liability, Waiver of Claims, Assumption of Risk Informed**

Consent, Risk Acknowledgment and Indemnity Agreement made this _____ day of

_____, 20____, by and between _____

Hereinafter referred to as _____, provides that I, _____

in consideration for receiving permission to volunteer my services in an effort to increase the welfare and likelihood of permanent placement for _____ dogs needing adoption, release, waive, discharge, and covenant not to sue _____ including, but not limited to, its Board of Directors, Officers, servants, agents and volunteers (hereinafter referred to as "Releases") from any and all liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my, or to any property belonging to me, whether caused by the negligence of the Releases or otherwise, while participating in such activity, or while in, on , or upon the premises where the activity is being conducted.

I am fully aware of any risks or hazards connected with any activity, and I elect to voluntarily participate in the activity, and to engage in such activity knowing that the activity may be hazardous to my property and to me. I further understand that there are inherent risks in working with dogs, including, but not limited to, bites, scratches, accidents, (e.g., being dragged or knocked down, tripping over a leash,) potential transmission of zoo noses, (e.g., salmonella, campylobacter), infection, (e.g., staphylococcus), dermatomes, (e.g., sarcastic mange), internal, (e.g., worms), or external (e.g., fleas, ticks) parasites of other diseases, transmission of which may be aerosol, through direct contact with a dog, its bodily fluids, feces, bedding, etc., the consequences of which, to me, may range from mild to severe. _____ provides immediate, ongoing, and complete veterinary care for its dogs, including vaccinations, treatment for zoo noses, including dermatomes & parasites, and does its best to evaluate both dogs and volunteers, matching them according to the dogs' requirements and volunteers' abilities. However, it must be recognized that a dog's entire stay with _____ is an ongoing evaluation process. It must also be recognized that dogs are living creatures, and may exhibit a variety of behaviors at different times in the same of different circumstances.

I hereby state that the foregoing has been clearly explained to me, I've been encouraged to ask questions and have received the answers to those questions. I will continue to ask questions and receive instruction throughout my tenure as a volunteer. In consideration for receiving permission to volunteer my services in an effort to increase the welfare and likelihood of permanent placement for _____ dogs needing adoption, I expressly state, understand, and agree that I assume all risk arising from any and all activities and inter- actions with or on behalf of _____ and/or all dogs in, entering into, or leaving its care and/or custody.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, whether physical or emotional, including death, that may be sustained by me, or any loss of damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the Releases or otherwise. I understand that _____ makes no representations or warranties, express or implied, regarding any of the dogs with which I may work or otherwise come into contact. I understand that I may make no representations or warranties, express or implied, on neither behalf of _____ nor contract or otherwise bind _____. Should I do so, I understand that I will be personally liable for any claims or damages arising from same, and restate my intention to hold Releases harmless and indemnify them from any such claims or damages.

I further agree to indemnify and hold harmless the Releases from any loss, liability, damage or costs, including court costs and attorneys fees, that they may incur due to my participation in the activity, whether caused by negligence of the Releases or otherwise.

I further agree to indemnify and hold harmless the Releasees from any and all liability for any damage to the property of, or personal injury to, any third party caused by a _____ dog.

It is my express intent that this **Volunteer Release of Liability, Waiver of Claims, Assumption of Risk Informed Consent, Risk Acknowledgment and Indemnity Agreement** shall bind myself and the members of my family and spouse, if I am alive, and my heirs and assigns, executors and administrators, and personal representative, if I am deceased, shall forever waive and release all claims for damages whatsoever against _____ and shall be deemed as a release, waiver, discharge, and covenant not to sue the Releasees.

I expressly agree that this **Volunteer Release of Liability, Waiver of Claims, Assumption of Risk Informed Consent, Risk Acknowledgment and Indemnity Agreement**, is intended to be as broad and inclusive as permitted by the laws of the State of New York, and if any portion of this agreement is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

As a volunteer for _____, I agree to provide my own automobile and health insurance at all times.

As a volunteer, I give my full permission for the use of my name, photographic, or video- taped likeness, to be used in any manner authorized by _____.

This **Volunteer Release of Liability, Wavier of Claims, Assumption of Risk Informed Consent, Risk Acknowledgment and Indemnity Agreement** shall be governed by and construed in accordance with the laws of the State of New York.

In signing this Release, I acknowledge and represent that I have read the above **Volunteer Release of Liability, Waiver of Claims, Assumption of Risk Informed Consent, Risk Acknowledgment and Indemnity Agreement**, understand it, and sign it voluntarily as my own free act and deed; no oral presentations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen years of age and fully competent, and I execute this Release for full, adequate and complete consideration, fully intending to be bound by same.

Volunteer's Signature

Print Name