

VOLUNTEER WAIVER

(EXAMPLE)

CITY OF RUSHVILLE ANIMAL SHELTER VOLUNTEER WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In return for being allowed to participate in the City of Rushville Animal Shelter volunteer program and activities, and all related activities including those incidental to such participation, the undersigned volunteer (or parent/legal guardian of the volunteer if the volunteer is under the age of 18 years), executes this Volunteer Waiver, Release, Indemnification and Hold Harmless Agreement, hereinafter referred to as “Agreement”, and agrees to the following:

1. Acknowledgement of Risk, Indemnification of Released Parties, and Assumption of Risk.

I recognize that working with animals places me at physical risk, and I agree to assume that risk. I also acknowledge that if I participate in any animal transport or any other volunteer activity involving the City of Rushville/City of Rushville Animal Shelter, I choose to do so voluntarily, knowing that this activity could be dangerous. The City of Rushville and City of Rushville Animal Shelter, its elected officials, advisors, employees and other volunteers, while acting on behalf of the City of Rushville, are collectively referred to as the “Released Parties”. I understand it is impossible to guarantee the safety of anyone who participates in any transport, event, or is on the grounds for any purpose. I UNDERSTAND THAT WHEN I AM IN OR ARE DRIVING ANY VEHICLE OR AT ANY LOCATION WHERE ANIMAL-RELATED ACTIVITIES ARE CONDUCTED OR ANIMALS AND/OR VEHICLES, MACHINERY, EQUIPMENT, OR PROPERTY ARE USED, I ASSUME ALL RISK AND LEGAL RESPONSIBILITY FOR LOSS OR DAMAGE TO PROPERTY, PHYSICAL, OR ANY OTHER INJURY.

I acknowledge that I am solely responsible for determining whether I am physically fit and/or skilled enough to engage in transport or any other particular activity with City of Rushville and/or City of Rushville Animal Shelter, and that the scope of my interaction with the animal I am transporting or attending to is appropriate for my fitness and/or skill level. I ACKNOWLEDGE THAT NONE OF THE RELEASED PARTIES HAVE ANY KNOWLEDGE OF OR OBLIGATION TO INVESTIGATE THE LEVEL OF MY TRAINING OR THE TRAINING OR SUITABILITY OF ANY ANIMAL THAT I ATTEND TO WITHIN THE VEHICLE, THE FACILITIES OR UPON THE CITY OF RUSHVILLE ANIMAL SHELTER GROUNDS ALONG WITH ANY LOCATION TO AND FROM TRANSPORT OF THE ANIMAL ON BEHALF OF THE CITY OF RUSHVILLE.

2. Agreement to Follow Instructions, Assumption of Responsibility, Waiver of Liability and Release.

I FOREVER WAIVE, RELEASE, AGREE TO INDEMNIFY, AND TO HOLD HARMLESS EACH AND EVERY ONE OF THE RELEASED PARTIES OF AND FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, DAMAGES, INJURIES, OR DEATH, THAT THE UNDERSIGNED MAY HAVE AND EVERY NATURE ARISING OUT OF OR IN ANY WAY RESULTING FROM BEING UPON, OR IN, AS A RESULT OF THE USE OF VEHICLE, EQUIPMENT, PROGRAM, FUNCTION, OR EVENT, AND I ASSUME ALL RISKS AS SET FORTH IN THIS AGREEMENT. I will not hereafter make any claim or demand against, initiate, file, or bring any legal lawsuit, action or proceeding against any of the Released Parties, for or on

account of, arising out of, or in any way connected with any injury or loss or for any claim made by others for any injury or loss of any nature arising out of or in any way resulting relating to the City of Rushville and/or City of Rushville Animal Shelter.

3. Photo Release.

During my volunteer time with City of Rushville and/or City of Rushville Animal Shelter, I understand that my photo may be taken at various events. By signing below, I also hereby grant City of Rushville and/or City of Rushville Animal Shelter permission to use my likeness in photographs and/or videos in any or all of its publications, Facebook, including but not limited to any other internet activity such as Twitter and Instagram and any other publication on the World Wide Web whether now known or hereafter existing. I will make no monetary or other claim against City of Rushville/City of Rushville Animal Shelter for the use of the photographs and/or videos.

4. Vehicle Transport and Driving Record.

I understand that I may only be using the City of Rushville and/or City of Rushville Animal Shelter vehicle(s) for purposes of animal transport only. I will not conduct any other business while either driving or being a passenger in such vehicle. Also, if I am a driver, I affirm under the penalties of perjury, that I have a valid driver's license and no moving violations regarding my driving record. I affirm that the below driver's license provided with my signature is true and valid. I also affirm that I am over the age of eighteen years. I also have provided and true and correct copy of my driver's license with this release. I agree that the City of Rushville and/or City of Rushville Animal Shelter may run a report on my driver's license to validate these statements, and it will be kept with my volunteer file.

I execute this Agreement freely and voluntarily and for and on behalf of myself and/or my child and/or ward, and for anyone claiming under or through any of them or myself, and for each of their and my respective heirs, administrators, representatives, and assigns. This Agreement is to be construed in accordance with the laws of the State of Indiana. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the

affected provision had not been included in order to effectuate the intent of the parties.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENTS, REPRESENTATIONS, OR INDUCEMENTS APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT.

EXAMPLE