

Take photo or scan signed contract and email to [info@theanimalrescuemission.org](mailto:info@theanimalrescuemission.org)

## The Animal Rescue Mission (ARM)

Waiver of Liability, Assumption of Risk, and Indemnity Agreement (2 pages)

**This agreement gives ARM (which includes ARM agents and volunteers) the authority to provide me with The Support in the care and/or feeding of my animal(s) should I be unable to do so during the COVID-19 pandemic period. This agreement also authorizes ARM to make New Decisions in that care, as defined below. Finally, this agreement releases AMR from any and all liability surrounding that care, as defined below.**

**The Support:** “The Support” includes any associated use of the premises, animal-related equipment, food, transportation, and especially any emergency decisions that need to be made regarding the health or safety of my animal(s) listed below.

**New Decisions.** “New Decisions” includes any veterinary care,, or provision of new medication, that ARM may deem necessary after every reasonable effort has been made, but has failed, to timely reach me or any one of my designee(s), listed below, for a decision and authorization.

**Reimbursement.** “Reimbursement” includes the actual cost (without markup) of any care and/or feeding ARM incurs and pays. I, or one of my designees, will reimburse ARM for the full amount within two weeks of receiving proof of expense. In the alternative, I have provided ARM with my credit card information below, which may be used for my animal(s) but not for any other purpose. I understand I am not required to provide card information, but have chosen to do so.

**Waiver:** In return for accepting The Support, I, for myself, heirs, designees, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue ARM or anyone acting on behalf of ARM, whether officers, agents, or volunteers, (collectively “The Releasees”), and hereby release them from liability from any and all claims, including the negligence of The Releasees, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with The Support.

**Assumption of Risks:** The Support carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid harm. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and cuts, to 2) major injuries such as bites and seizures to 3) catastrophic injuries such as paralysis and death.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold The Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of The Support.

**Severability:** I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid, the remaining portions will continue to have full legal force and effect.

**Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily,

and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I, the legal guardian of the animal(s) listed below, hereby agree to the above.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
phone number(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
My Animal's Name

\_\_\_\_\_  
Breed or best description

Additional Animal names below:

\_\_\_\_\_

\_\_\_\_\_  
Breed or best description

\_\_\_\_\_

\_\_\_\_\_  
Breed or best description

\_\_\_\_\_

\_\_\_\_\_  
Breed or best description

\_\_\_\_\_

\_\_\_\_\_  
Breed or best description

These are my authorized Designees, should I not be reachable in timely circumstances by text or call:

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
phone number(s)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
phone number(s)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
phone number(s)

Here is my credit card information (please write below name, number, expiration, code, and zip code):

**VOLUNTEER AGREEMENT AND GENERAL RELEASE** Thank you for offering your time to volunteer with The Animal Rescue Mission (ARM). The work we do for the dogs and cats would not be possible without the help of our volunteers. Please read through the agreement below, complete the form at the bottom and return it to a Board member.

**1. Volunteer Acknowledgement and Participation.** I acknowledge that I have voluntarily agreed to serve as a volunteer for The Animal Rescue Mission., ("ARM") a nonprofit corporation organized under the laws of the State of California, whose mission is: To provide safe harbor, medical care and love for adoptable dogs that have been abused, abandoned and neglected until they are placed into loving, responsible permanent homes; to decrease the need for senseless destroying of dogs and cats by educating the public about the benefits of spaying and neutering; to build a community where people value animals and treat them with respect and kindness; to promote respect for life, responsible pet ownership and to encourage the higher ideals of compassion toward animals and people through education and example.

**2. Nature and Scope of Services.** As a Volunteer I will be contributing my time and effort to various services for ARM. The services will be performed by me as assigned by an officer, director of another volunteer of ARM. In the course of performing the services, I agree: To read the Volunteer handbook (if applicable) and complete all required training, orientation and paperwork relating to my volunteer position. To disclose any physical or psychological limitations to appropriate directors or officers before participating in any activity. Since I may be interacting with dogs and may be lifting, carrying, moving or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform ARM immediately of such limitations. To read and obey all safety rules and regulations. In the interest of the safety of the dogs, the public, and other volunteers I acknowledge that ARM has the right to revoke volunteer privileges of these rules and regulations are not followed. **TO TREAT ALL ARM OFFICERS, DIRECTORS, VOLUNTEERS, DOGS/ CATS AND MEMBERS OF THE PUBLIC WITH WHOM I INTERACT WITH KINDNESS AND RESPECT. I ACKNOWLEDGE THAT I AM VOLUNTEERING FOR THE BEST INTERESTS OF THE DOGS/ CATS AND NOT FOR ANY PERSONAL GAIN OR TO FURTHER ANY PERSONAL AGENDA.**

**3. No Compensation** I agree to provide my services without compensation. I agree that I am not and will not become an employee, agent, contractor or principal of SDR upon execution of this agreement.

**4. Responsibility for My Own Acts and Omissions.** I hereby agree to be legally and financially responsible and will indemnify and hold ARM harmless for my own acts and omissions relating to the service I am voluntarily providing to SDR. I acknowledge that I am responsible for providing my own medical, liability, and auto insurance during my volunteer service. I understand that I am not covered by workers' compensation nor insured by ARM during the performance of my volunteer duties and tasks.

**5. Assumption of Risk.** I am voluntarily participating in the activities of ARM with full knowledge of the risks and dangers involved and hereby agree to accept all risks of injury, death or damage to myself and/or my personal property. As a Volunteer, I may come into contact with and interact with dogs, and such work entails risk of personal injury due. These risks include, but are not limited to, being bitten, tripped and possibly exposed to zoonotic diseases.

**6. Photo, Video and Audio Release.** I understand that as a Volunteer of ARM, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and the use by ARM of

any recorded images or other media recordings of my name and likeness (“A-V Recordings”) for any purpose related to furtherance of the objectives of ARM. In particular, I grant ARM permission to copyright and use, reuse, publish and republish A-V Recordings, for art, advertising, or other purpose. 7. Release. As consideration for being permitted by ARM to participate in activities and provide services, I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against or sue ARM for injury or damage resulting from my participation in activities and performance of services. 8. Confidentiality. During my association with SDR and thereafter, I will keep confidential, refrain from disclosing to others, and use only in the performance of my volunteer duties, all confidential information of ARM that I develop or learn about during the course of my association. I understand that this agreement covers all confidential business and technical information and know-how of ARM which is not generally known to persons outside of SDR and which I have not been specifically authorized to disclose or use. Examples of confidential information include, but are not limited to, information on finances, donors, outreach programs, and information received from others that ARM has agreed to keep confidential. 9. I have read this Release and fully understand that I will relinquish all claims and actions know now or in the future against ARM. I am of legal age and competent to sign this agreement. I am signing this agreement of my own free will without the influence of anyone at ARM. 10. I acknowledge that this agreement will apply for the entire term of my volunteer relationship starting with the date I first perform volunteer duties for ARM, even if it predates the date of this agreement, and continuing as long as I continue to be a Volunteer and thereafter as is necessary to protect the interests and rights of ARM.

Signature of Volunteer \_\_\_\_\_

Print name: \_\_\_\_\_