## Volunteer Waiver and Release of liability



By signing this waiver, I, (print full name: \_\_\_\_\_\_\_, verify that I am 18 years of age or older, or 10-17 years of age and that my parent/guardian has given his/her written consent in person on this form; that I desire to work as a volunteer for Jelly's Place Shelter and engage in activities related to animal care and adoption; that I have read and completely understood Jelly's Place Volunteer Waiver and Release of Liability Form (hereinafter referred to as "Release"); and that I agree to be bound by all of its terms.

I understand that I am a volunteering to perform services for Jelly's Place. I understand and agree these services are charitable in nature and entirely voluntary and that I will receive no compensation of any kind. I understand that Jelly's Place can decline to accept any volunteer help and can ask me to leave without prior notice.

I agree that in consideration for being permitted to volunteer with Jelly's Place, I hereby release, forever discharge and hold harmless Jelly's Place and its officers, directors, staff/employees, agents, contractors from any and all liability, causes of action, claims or demands of any kind or nature, either in law or in equity, which arise from my volunteer activities with Jelly's Place.

I understand that I volunteer at Jelly's Place at my own risk, and that attendant risks for volunteering with Jelly's Place include all risks associated with animal care and handling including, but not limited to, injuries, illnesses, death, property damage, or any other kind of harm (pecuniary, bodily or emotional) to me caused by: handling animals; moving heavy objects; bending, lifting or stooping; exercising animals; cleaning cages; changing food and water dishes; working with other volunteers who are handling animals; driving to and attending adoption and fundraising events; engaging in office-related and administrative tasks; transporting animals; and transmitting animal diseases or conditions to my own companion animals.

I understand that my volunteer activities with Jelly's Place include but are not limited to the aforementioned risks, and I hereby expressly and specifically assume the risk of injury, illness, death, property damage or any other harm of any nature whatsoever (pecuniary, bodily or emotional) that may arise from these activities, and release Jelly's Place, and its officers, directors, staff/employees, agents, contractors from all liability for injury, illness, death, property damage or any other harm of any nature whatsoever resulting directly or indirectly from these activities.

I hereby grant and convey unto Jelly's Place all right, title, and interest in any and all photographs, images, video and audio recordings made by and of Jelly's Place during my activities with Jelly's Place, including, but not limited to, any royalties, donations, proceeds, or other benefits derived from such photographs, images, video and audio recordings. I further permit Jelly's Place to publish these photographs, images, video and audio recordings at will on their website and in other media for advertising and fundraising.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by, and interpreted in accordance with the laws of the State of California.

In the event that any clause or provision in this Release is held to be invalid by any court of competent jurisdiction, I further agree that the invalidity of such clause or provision shall not otherwise affect the Release's remaining clauses or provisions, which shall continue in full force and effect.

I understand that Jelly's Place volunteers are covered as additional insured's on Jelly's Place's Commercial General Liability Insurance and that this insurance will only protect me for claims made against me for injuries or property damage I cause that arise out of duties performed within the scope of my volunteer job description for Animal Refugee Response.

This is liability insurance and does NOT cover injuries to myself.

I understand Jelly's Place does NOT maintain automobile insurance for volunteers. I must maintain and provide proof to Jelly's Place of my own automobile liability insurance. Jelly's Place's insurance does NOT pay any damage done to volunteer vehicles while being driven on Jelly's Place business. I will indemnify, hold harmless, release and defend Jelly's Place from and against any and all action, claims damages, disabilities or expenses that may be asserted by any person or entity arising out of or in connection with my participation as a volunteer for Jelly's Place.

| Volunteer's Printed Name                            | Volunteer's Signature                            |
|---|--|
| Parent's Printed Name (if volunteer is age 10 - 17) | Parent's Signature (if volunteer is age 10 - 17) |
| Volunteer's Address                                 |  |
| Volunteer's Phone Number                            | Parent's (if applicable) Phone Number            |
| Volunteer's Email Address                           |  |

This statement is executed freely and voluntarily and with full knowledge by the undersigned.

Jelly's Place (510) 621-3493 jellysplaceanimalrescue@gmail.com www.jellysplace.org