



# PETS ARE WORTH SAVING (PAWS)

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## Volunteer Agreement & Wavier, Release and Indemnification

Pets Are Worth Saving ("PAWS") and \_\_\_\_\_ ("Volunteer") agree that in consideration for the opportunity to volunteer in the programs of Pets Are Worth Saving, and the covenants and conditions set forth below, PAWS and Volunteer agree as follows ("Volunteer Agreement"):

- 1. Volunteer Participation; Insurance.** Volunteer understands and agrees that Volunteer will not be paid any compensation for Volunteer services, and will not be covered by any medical or other insurance by PAWS. Volunteer understands and agrees that Volunteer is not eligible for worker's compensation benefits, or any other benefits. \_\_\_\_\_
- 2. Volunteer Conduct.** Volunteer agrees to adhere to all the policies, procedures, and safety protocols of PAWS ("PAWS Policies"), including the PAWS Volunteer Code of Conduct. Volunteer will adhere to all safety procedures to the best of my ability, and will not hold PAWS or anyone else accountable for my safety in the course of services for PAWS. Volunteer acknowledges that Volunteer is not authorized to issue any communications, in print or on the Internet including social media sites, to any news media or any governing agency, or private citizen, regarding (i) the operations and management of PAWS, or (ii) for the purpose of soliciting funds, materials, or donations to PAWS, unless directed in writing by PAWS Officers. Any communications intended for PAWS received by me shall be immediately re-directed to PAWS Officers. If Volunteer breaches or violates any of PAWS Policies, Volunteer understands that Volunteer's position as a volunteer may be terminated at PAWS sole discretion. \_\_\_\_\_
- 3. Termination.** PAWS has the right to request that Volunteer leave PAWS at any time for any reason, and Volunteer has the right to leave PAWS at any time for any reason. If Volunteer chooses to terminate volunteer services to PAWS, Volunteer must provide notice to PAWS as soon as possible and remit any PAWS-related materials, property, authorizations to access business accounts/online presences, keys, codes, and passwords, upon terminating volunteer participation. PAWS also reserve the right to terminate Volunteer for breach of this Agreement or any PAWS Policies, or take other corrective action for Volunteer misconduct. \_\_\_\_\_
- 4. Waiver and Release of Liability; Indemnification.** PAWS is a non-profit organization solely administered by volunteers. Volunteer fully understands that Volunteer's participation in working directly with animals entails inherent risks of accident, loss, illness, disease, personal injury including death, to Volunteer, or any loss or damage to Volunteer's property, and Volunteer fully accepts and assumes all such risks and responsibility that Volunteer may incur as a result of participation as a Volunteer. TO THE FULLEST EXTENT PERMITTED BY LAW, VOLUNTEER HEREBY WAIVES, RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE PAWS, ITS DIRECTORS, OFFICER, AGENTS, VOLUNTEERS, AND REPRESENTATIVES (EACH OF THEM, "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO VOLUNTEER'S PARTICIPATION IN PAWS, WHETHER BASED IN CONTRACT OR TORT, INCLUDING ACTUAL, COMPENSATORY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. If, despite the Waiver and Release, anyone makes a claim against any of the Releasees, Volunteer agrees to indemnify, defend, and hold harmless the Releasees from any and all claims, demands, losses, attorneys' fees, cost, liabilities or damages against PAWS arising out of Volunteer's work with PAWS. \_\_\_\_\_
- 5. Media Consent.** Volunteer authorizes and gives permission to PAWS to take, use, reproduce, and distribute photographs, video, and/or audio recordings of Volunteer, and any materials written by me pertaining to PAWS and its operations ("Media and Materials"), for promotional and educational purposes, in any media including print, radio, television, and the Internet, without any compensation to volunteer. Volunteer agrees that use of such images, recordings, and materials may personally identify Volunteer by name, unless Volunteer notifies PAWS otherwise in writing, Volunteer agrees to waive and release any and all claims related to the use of these Media and Materials. PAWS own the sole copyright to these Media and Materials, except as otherwise agreed in writing by the parties. PAWS may provide a credit line where requested, while retaining sole copyright. \_\_\_\_\_
- 6. Volunteer Fitness.** Volunteer certifies that Volunteer is physically and psychologically fit to work safely with animals and the public as required in volunteer's role for PAWS. Volunteer also understands that some volunteer roles could involve lifting objects ranging from 15 to 60 pounds, walking up and down stairs in buildings, or walking over moderate terrain for periods of up to two hours. Volunteer will notify PAWS immediately if Volunteer is unable to fulfill any or all of volunteer's duties. \_\_\_\_\_
- 7. Confidentiality.** Volunteer understands and agrees that the PAWS Website and other online presences, internal files and records, including names, addresses, and contact information of volunteers, donors, applicants, membership list, and similar data are the sole property of PAWS, and that unauthorized use of such information may constitute a criminal offense. \_\_\_\_\_
- 8. Arbitration; Limitation of Monetary Damages.** In the event of a claim or disagreement ("dispute") arising from this Agreement or Volunteer's participation with PAWS, PAWS and Volunteer shall use best efforts to settle the dispute. If PAWS and Volunteer do not reach such solution within sixty days, then upon notice by either party to the other, all Disputes shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court jurisdiction thereof. Volunteer fully understands and agrees that as a condition to Volunteer's participation as a volunteer, Volunteer shall not be entitled to recover any monetary damages against PAWS in tort or contract, except to maximum amount determined by an arbitrator, which shall not exceed the amount Volunteer has paid for membership, participation, or out-of-pocket costs incurred and approved of by PAWS in the course of providing volunteer services. \_\_\_\_\_



# PETS ARE WORTH SAVING (PAWS)

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Volunteers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Volunteers 15 years of age and younger need to be accompanied by a parent or guardian.

Parent/guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Volunteers 17 years of age and younger need to obtain a parent or guardian's signature.

Parent/guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PAWS Representative: \_\_\_\_\_ Date: \_\_\_\_\_