

SPCA of Southwest Michigan

Volunteer Release of Liability and Hold Harmless Agreement

All persons volunteering at the shelter or participating in any event or activity organized or sponsored, in whole or in part, by the SPCA of Southwest Michigan are required to read, agree to, and sign this waiver before participating in any such event or activity. Please acknowledge that you have read each section by initialing where indicated.

1. Waiver of Liability for Services Performed On Site

I hereby release and forever discharge SPCA of SW Michigan, its employees, directors, officers, administrators, agents, and assigns (hereinafter collectively and severally referred to as "SPCA") from all liability for any and all claims, demands, actions, causes of action or suits of any kind whatsoever, and particularly on account of any injuries, to person or property sustained while performing services, voluntary or otherwise, at the SPCA facility located at 6955 West KL Ave, Kalamazoo, MI 49009.

Initial Here _____

2. Waiver of Liability for Services Performed Off Site

I hereby release and forever discharge SPCA, and any off site organization from all liability for any and all claims, demands, actions, causes of action or suits of any kind whatsoever, and particularly on account of any injuries, to person or property sustained while performing services, voluntary or otherwise, on behalf of, or in conjunction with, SPCA which occurs as a result of participation in any event or activity sponsored or endorsed by SPCA, including, but not limited to, any event or activity promoted in connection with SPCA or it's membership program and travels to/from any such event.

Initial Here _____

3. Waiver of Liability for Services Performed at the SPCA and other Off Site Adoption Locations

I hereby agree that I am providing volunteer services to SPCA, assisting in pet adoptions. This may also include assisting in adoption of pets through SPCA at local store or other off-site adoption locations. Other off-site adoption locations, include but are not limited to: Pet Supplies Plus, PetSmart, Petco, Oakridge Feed. I understand that SPCA, or other off-site adoption locations are not responsible for any illness or injury caused by any animals that I come into contact with during my volunteer work. I agree to hold harmless and release from liability SPCA and all other off-site adoption locations should I become sick or injured from any animal as a result of my volunteer work.

Initial Here _____

4. Responsibility for Personal Pets and Agreement to indemnify

I agree that any injury, damage, or loss, of any kind whatsoever, to any person, animal, or property at any SPCA event, or at the SPCA facility, caused by my own pet, or a pet which is otherwise in my possession, is solely my responsibility and I will indemnify, save and hold harmless SPCA from any damages, costs, losses and expenses including, but not limited to bodily injury, property damage, including but not limited to legal fees, court costs, and litigation expenses.

Initial Here _____

5. Responsibility to Report Injuries

I agree to immediately report all injuries or disease I may receive while on the property of the SPCA facility or while working in the service of the SPCA, including but not limited to animal bites, deep scratches, and slips or falls. I agree to file an incident report immediately following any such injury. If I am unable to file a written report, I agree to contact the Executive Director or shelter manager with in 24 hours of the incident and inform them of said incident.

Initial Here _____

SPCA of Southwest Michigan

6. Agreement of Indemnify

I further agree that if, despite the Release of Liability and Hold Harmless Agreement I or anyone on my behalf makes a claim against the SPCA, I will indemnify, save and hold harmless the SPCA from any damages, loses and expenses including, but not limited to, legal fees, court cost and litigation expenses. I agree to indemnify and hold harmless the SPCA from any and all liability, damage, loss, cost and expense incurred as a result of any claim, demand or cause of action brought again the SPCA, jointly or individually, for bodily injury, death or property damage suffered as a result of my own negligent, reckless or willful act, omission in the performance of failure to perform his/her volunteer services. (EXAMPLE: a volunteer is drunk driving a SPCA van which then hits and kills a 3rd person. Estate of 3rd person sues SPCA, the signer of this agrees to pay the judgment against the SPCA.)

Initial Here _____

7. Acknowledgements

Neither this waiver nor the circumstances leading to its execution shall be deemed acknowledgement by the SPCA that, as of the date hereof, any such claim exists or will exist or that the activities and events of the SPCA are hazardous or present any unusual risks.

I acknowledge and agree that I:

- a) Fully understand the meaning of this release and waiver and recognize my right to seek the advice of an attorney before signing it;
- b) Have signed it freely and without any inducement or assurance of any nature;
- c) Intend it to be a complete unconditional release of liability to the greatest extent allowed by law; and
- d) Agree that if any portion of this agreement is held to be invalid the balance notwithstanding shall continue in full force and effect.

This release is binding on my heirs, executors, assigns and administrators. The undersigned is aware of the risks of attending, traveling to and participating in said events or activities and hereby assumes all risks. The risks include those foreseen and unforeseen, known and unknown.

Initial Here _____

I hereby declare that I am over the age of eighteen (18) years old and that I have read and understood and voluntarily accept the terms and conditions of this Release of Liability and Hold Harmless Agreement. If I am not over the age of eighteen (18) years old, I have provided a guardian signature and the guardian agrees to have read, understood, and has voluntary accepted the terms of this agreement on my behalf.

Signature: _____ Date: _____

Print name: _____

Current Address: _____ Phone Number: _____

Guardian Signature: _____ Date: _____

Print Name (Guardian) _____

SPCA Management Signature: _____