

# ***Waiver, Release, Covenant not to Sue, Indemnity and Assumption of Risk Agreement***

## Recitals:

This waiver, release, covenant not to sue, and indemnity agreement is executed and delivered by the undersigned Volunteer (hereinafter "Volunteer") to and in favor of Sadie Mae Foundation Animal Rescue League, Inc., ("Sadie Mae Foundation") a nonprofit corporation.

WHEREAS, Sadie Mae Foundation operates a non-profit corporation and organization for the rescue of homeless and shelter animals, for the prevention of cruelty to animals and for related purposes; and

WHEREAS, the undersigned Volunteer wishes to perform services on a voluntary basis for and at the facilities of an animal shelter operated by Sadie Mae Foundation;

WHEREAS, in consideration of the Volunteer's involvement with the community, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities, and representations:

1. Definitions:

- A. "Volunteer" is the person whose signature appears at the end of this document and who desires to perform services in the community, associated with and directed by Sadie Mae Foundation.
- B. "Activities" include any and all activities involved with the operation of an animal rescue group and shelter, including but not limited to the handling, care and transportation of domestic animals, and will include direct contact with domestic animals.

2. Representations:

Volunteer represents and warrants that he/she is fully aware of the Activities and the Volunteer is fully able to understand and evaluate the risks of the Activities and that Volunteer is physically and mentally able to engage in such Activities.

3. No Compensation or Benefits:

The undersigned Volunteer acknowledges that the Volunteer has not been promised and does not expect any compensation of any kind, direct or indirect, for the Volunteer's participation in the Activities. The Volunteer acknowledges that if the Volunteer resigns or is asked to leave the Volunteer position at Sadie Mae Foundation, the Volunteer would not be entitled to Unemployment Compensation. The Volunteer acknowledges that the Volunteer position may be terminated at any time, with or without cause or reason, and for any reason. The Volunteer further acknowledges that the Volunteer is expected to carry personal medical insurance to cover medical expenses for any injuries he/she incurs while performing the Activities, and by executing this agreement acknowledges that he/she is covered by such personal medical insurance.

4. Waiver, Release and Covenant Not to Sue:

The undersigned Volunteer hereby waives all claims of liability that Volunteer or Volunteer's legal representatives, heirs, successors, and assigns may have against Sadie Mae Foundation, its officers, agents, directors, employees, legal representatives, Volunteers and their successors and assigns. The undersigned Volunteer further releases Sadie Mae Foundation and its officers, agents, directors, employees, legal representatives, Volunteers and, if applicable, owners and lessors of premises on which the Activities take place, including but not limited to the shelter at Conn. Trail Kennels, 1270 Boston Turnpike, Bolton, Connecticut and their successors and assigns, from all liability, claims, responsibility, losses or damages for personal injury, including death, and damage to or loss of property, that the Volunteer may incur due in whole or in part to the negligence of Sadie Mae Foundation, its officers, employees, agents or representatives or others while visiting the Sadie Mae shelter or otherwise engaging in Activities pursuant to the Agreement.

The Volunteer covenants not to initiate a lawsuit or administrative complaint or charge or commence any sort of action or proceeding whatsoever against Sadie Mae Foundation or its current and former officers, agents, directors, employees, legal representatives, Volunteers and their successors and assigns at any time in the future based on any right or claim that arose on or before the effective date of this Agreement.

The Volunteer agrees that if the Volunteer ever considers or decides to initiate a lawsuit, administrative complaint or charge or commence any sort of action or proceeding whatsoever against Sadie Mae Foundation or its current and former officers, agents, directors, employees, legal representatives, Volunteers and their successors and assigns at any time, the Volunteer will notify Sadie Mae Foundation of such consideration or decision and give Sadie Mae Foundation ninety (90) days to resolve the issue before pursuing any such claim or action.

5. Indemnification:

The undersigned Volunteer hereby agrees to indemnify and hold Sadie Mae Foundation harmless from and against any and all claims, liabilities, losses, demands, attorney fees and court costs from any actions arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the Volunteer and/or the Volunteer's spouse, child or children, as a result of Volunteer, or Volunteer's licensees, invitees, tenants, guests or members of Volunteer's family, participating in any manner whatsoever, in the Activities. This provision includes the Volunteer's agreement to hold Sadie Mae Foundation harmless from any damage, loss or injury either to person or property, or both, resulting from contact with or the actions or conduct of any animal located at or in the custody or control of or in connection with Sadie Mae Foundation.

The undersigned Volunteer further agrees to indemnify, defend and hold Sadie Mae Foundation harmless from any and all of the foregoing, including but not limited to any claims, lawsuits, injuries, damages, demands, losses, costs or expenses sustained by any companion animal or any person in connection with the Volunteer's intentional misconduct or grossly negligent performance of Volunteer activities for Sadie Mae Foundation, or the Volunteer's breach of Sadie Mae Foundation's rules, regulations, policies and programs.

6. Assumption of Risk:

The undersigned Volunteer assumes the risks of being bitten, scratched, injured or frightened by any Sadie Mae Foundation shelter or foster animals in connection with any Volunteer work for Sadie Mae Foundation. The Volunteer acknowledges that there may be risks either not known to the Volunteer or not readily foreseeable, and the Volunteer fully accepts and assumes all such risks and all responsibility for losses, costs and damages the Volunteer may incur as a result of the Volunteer's participation in the Activities. The Volunteer further assumes all risks of participation in the Activities on behalf of him/herself, his/her personal representatives, heirs, successors, assigns, and children, whether such risks are caused by negligence of Sadie Mae Foundation or any person or otherwise.

7. Emergency Medical Care:

Although the undersigned acknowledges there is no obligation of any person to provide them medical care during or after the "Activities," in the event medical care is rendered to the undersigned he/she hereby consents to such care and releases Sadie Mae Foundation and its officers, agents, directors, employees, legal representatives, Volunteers, and their heirs, successors and assigns from any liability for actions taken during delivery of such medical care or from any necessary rescue operations.

8. Entire Agreement; Modification:

This Agreement shall be interpreted under the laws of the State of Connecticut. The undersigned has read and fully understands the statements made above and voluntarily signs this Agreement. This instrument reflects the

entire Agreement and understanding of the parties, and no statements, promises or inducements made by or on behalf of Sadie Mae Foundation not contained herein shall be valid or binding. Any modification to this Agreement must be in writing and signed by both parties.

9. Effect: Severability:

This Agreement is binding upon Sadie Mae Foundation, its representatives, the Volunteer, and the Volunteer's respective heirs, successors, assigns, executors and personal representatives. If any portion of this Agreement is held invalid, it is agreed that the balance of the Agreement shall continue in full force and effect and that the laws of the State of Connecticut shall govern where this instrument is held invalid.

10. Nature of Agreement:

The undersigned Volunteer executes and delivers this release and covenant not to sue agreement and instrument in order to induce Sadie Mae Foundation to permit Volunteer to perform service and work as an unpaid Volunteer at the Sadie Mae Foundation shelter and in connection with the nonprofit activities of the Sadie Mae Foundation.

The Volunteer acknowledges that the Volunteer has been advised of the Volunteer's right to consult with an attorney prior to signing this Agreement, and that the Volunteer fully understands the Volunteer's rights and obligations under, and the meaning of, this Agreement.

The undersigned Volunteer has carefully read and understands the foregoing and has the right and wishes to execute this instrument, and so acknowledges.

IN WITNESS WHEREOF, undersigned Volunteer executes and seals this instrument, the day and year first above written

\_\_\_\_\_  
Volunteer

\_\_\_\_\_  
If Minor, Parent or Guardian Signature

NAME \_\_\_\_\_

TELEPHONE# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness:

## Medical / Automobile Insurance Authorization Form

The following information is a requirement of the Sadie Mae Foundation Animal Rescue League, Inc. "Shelter". All Volunteers must provide proof of medical insurance in order to Volunteer at the Shelter. All information provided is strictly confidential.

Medical Insurance Provider: \_\_\_\_\_  
Medical Insurance Card Number: \_\_\_\_\_

All Volunteers that will be utilizing their vehicle to transport Shelter animals to and from the Shelter must provide Driver's License information and provide proof of automobile insurance. All information provided is strictly confidential.

Driver's License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ State: \_\_\_\_\_

Automobile Insurance Carrier: \_\_\_\_\_  
Automobile Insurance Card Number: \_\_\_\_\_

To the best of my knowledge, the information provided above is current and accurate. If there are any changes in the future, I will notify the Sanctuary in writing immediately.

Sadie Mae Foundation Animal Rescue  
League, Inc.

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

\_\_\_\_\_  
By:  
Duly Authorized

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date