

ROICE-HURST HUMANE SOCIETY

VOLUNTEER AGREEMENT AND GENERAL RELEASE

Thank you for offering your time to volunteer with the Roice-Hurst Humane Society. The work we do for the animals would not be possible without the help of our volunteers. Please read through the agreement below, complete the form at the bottom and return to the Volunteer Coordinator.

1. VOLUNTARY ACKNOWLEDGEMENT AND PARTICIPATION. I acknowledge that I have voluntarily agreed to serve as a volunteer for Roice-Hurst Humane Society, a nonprofit corporation organized under the laws of the State of Colorado ("RHHS"), whose mission is to promote the bonds between pets and their people. I am referred to as a "Volunteer." I offer to perform as a Volunteer of my own volition. No one has demanded that I participate in any activity with RHHS.

2. NATURE AND SCOPE OF SERVICES. As a Volunteer, I will be contributing my time and effort to various sheltering and outreach programs of RHHS and performing a wide range of Services (collectively, the "Services"). The Services will be performed by me as assigned by an officer, director, employee or another volunteer of RHHS. In the course of performing the Services, I agree:

- To read the Volunteer Handbook (if applicable) and otherwise complete all required orientation, training, and paperwork relating to my volunteer position(s).
- To disclose any physical or psychological limitations to appropriate staff before participating in any activity. Since I may be interacting with animals, healthy and sick, big and small, and may be lifting, carrying, moving, or otherwise engaging in physical labor, I will be mindful of my own limitations and will inform staff immediately of any such limitations.
- To read and to obey all safety rules and regulations, especially at Roice-Hurst Humane Society. In the interest of the safety of the animals, staff, and volunteers, I acknowledge that RHHS has the right to revoke volunteer privileges if these rules and regulations are not followed.
- To treat all RHHS staff, volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all RHHS property when my volunteer relationship ends.
- That either I or RHHS can terminate this relationship at will.

3. NO COMPENSATION. I agree to provide my Services without compensation. I will not be compensated for my efforts nor am I an agent or contractor of Roice-Hurst Humane Society. I agree that I am not and will not become an employee, partner, agent, contractor or principal of RHHS upon execution of this agreement or the performance of the Services.

4. RESPONSIBILITY FOR MY OWN ACTS AND OMISSIONS. I hereby agree to be legally and financially responsible and will indemnify and hold Roice-Hurst Humane Society harmless for my own acts and omissions relating to the service I am voluntarily providing to Roice-Hurst Humane Society. 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 RHHS during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting an animal.

5. ASSUMPTION OF RISK. I am voluntarily participating in the activities of RHHS with full knowledge of the risks and dangers involved and hereby agree to accept any and 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 animals, and such work entails risk of personal injury due to proximity to animals, dangerous equipment, long-distance driving, and other considerations. These include, but are not limited to, being bitten, kicked, clawed, tripped, and possibly exposed to zoonotic diseases.

6. PHOTO, VIDEO AND AUDIO RELEASE. I understand that as a volunteer of Roice-Hurst Humane Society, I may be recorded on film, video or other electronic recorded images or other media recordings of my name and likeness ("A/V Recordings") for any purpose related to furtherance of the objectives of RHHS, including use in RHHS media properties such as its newsletters and websites. In particular, I grant RHHS permission to copyright and use, reuse, publish, and republish A/V Recordings, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose. Further, I understand that all work product I create in my capacity as a volunteer for RHHS will be the property of RHHS and that RHHS will have the sole right to use, sell, license, publish, or transfer any such work product, in any and all media formats, including print, mechanical and electronic formats. I will disclose any such work product to RHHS and assign all rights thereto to RHHS.

7. RELEASE. As consideration for being permitted by RHHS to participate in activities and provide Services, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of RHHS for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by any employee, agent, contractor, or representative of RHHS as a result of my participation in activities and performance of the Services and any A/V Recordings. I hereby release RHHS from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in activities and performance of the Services and any A/V Recordings.

8. CONFIDENTIALITY. During my association with RHHS 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 Roice-Hurst Humane Society 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 or about RHHS which is not generally known to persons outside of RHHS 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, membership and donors, volunteer performance, research and development, the condition of RHHS animals, campaigns, outreach programs and information received from others that Roice-Hurst Humane Society has agreed to keep confidential.

9. I HAVE READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I WILL RELINQUISH ALL CLAIMS OR ACTIONS KNOWN NOW OR IN THE FUTURE AGAINST ROICE-HURST HUMANE SOCIETY. I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of a Roice-Hurst Humane Society staff member.

10. ARBITRATION. Any controversy or claim arising out of or relating to this agreement or its breach will be settled by arbitration in the State I first perform volunteer duties for RHHS, even if it pre-dates 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 RHHS arising herein with respect to confidentiality and use of my work products and/or A/V material as authorized above.

11. TERM OF AGREEMENT. I acknowledge that this agreement will apply to the entire term of my volunteer relationship, starting with the date I first perform volunteer duties for RHHS, even if it pre-dates 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 RHHS arising herein with respect to confidentiality and use of my work products and/or A/V material as authorized above.

12. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws or principles.

Name _____

Phone _____ Email _____

Mailing address _____

City _____ State _____ Zip Code _____

Volunteer Acknowledgement of Safety Rules at Roice-Hurst Humane Society

By signing below I acknowledge that I have read, understand and will follow the safety rules for all areas in which I volunteer, including, but not limited to, all RHHS animal areas and other departments (administrative offices, off-site events, RHHS grounds, etc.).

I further agree that **if I am volunteering for Roice-Hurst Humane Society outside of RHHS** (off-site adoptions, animal transfers, etc.), I will read and abide by all guidelines as outlined in the RHHS Volunteer Handbook.

Signature of Volunteer _____ Date _____

Signature of Parent/Guardian (if under 18) _____ Date _____