

# **Catoosa Citizens for Animal Care Agreement and General Release for Adult Volunteers**

**Thank you for offering your time to volunteer with Catoosa Citizens for Animal Care. The work we do for the animals would not be possible without the help of our volunteers. Please review the following agreement and complete the form at the bottom and return to a CCAC Officer.**

**1. Voluntary Acknowledgement and Participation.** I acknowledge that I have voluntarily agreed to serve as a volunteer for Catoosa Citizens for Animal Care (CCAC), a nonprofit corporation organized under the laws of the State of Georgia, whose mission is to promote the humane treatment of animals through responsible pet ownership. 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 CCAC.

**2. Nature and Scope of Services.** As a Volunteer, I will be contributing my time and effort to adoption, foster and outreach programs of Catoosa Citizens for Animal Care and performing a wide range of Services (collectively, the "Services"). The Services will be performed by me as assigned by an officer, director, or another volunteer of CCAC.

In the course of performing the Services, I agree:

- To disclose any physical or psychological limitations to appropriate staff before participating in any activity. Since I may be interacting with animals, both healthy and sick, big and small, and may be lifting, carrying, moving, or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform staff immediately of any such limitations.
- To obey all safety rules and regulations. In the interest of the safety of the animals and volunteers, I acknowledge that Catoosa Citizens for Animal Care has the right to revoke volunteer privileges if these rules and regulations are not followed.
- To treat all Catoosa Citizens for Animal Care volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all Catoosa Citizens for Animal Care property when my volunteer relationship ends.
- That either I or Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care.

**4. Responsibility for My Own Acts and Omissions.** I hereby agree to be legally and financially responsible and will indemnify and hold Catoosa Citizens for Animal Care harmless for my own acts and omissions relating to the service I am voluntarily providing to Catoosa Citizens for Animal Care. 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 Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and to the use by Catoosa Citizens for Animal Care of any recorded images or other media recordings of my name and likeness ("A-V Recordings") for any purpose related to furtherance of the objectives of Best Friends, including use in Catoosa Citizens for Animal Care media properties such as its magazine and websites. In particular, I grant Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care will be the property of Catoosa Citizens for Animal Care and that Catoosa Citizens for Animal Care 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. I will disclose any such work product to Catoosa Citizens for Animal Care and assign all rights thereto to Best Friends.

7. **Release.** As consideration for being permitted by Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by any employee, agent, contractor, or representative of Catoosa Citizens for Animal Care as a result of my participation in activities and performance of the Services and any A-V Recordings. I hereby release Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care which is not generally known to persons outside of Catoosa Citizens for Animal Care 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 sanctuary animals, campaigns, outreach programs and information received from others that Catoosa Citizens for Animal Care 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 Catoosa Citizens for Animal Care.** 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 Catoosa Citizens for Animal Care officer or volunteer.

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 of Georgia in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

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 CCAC, 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 Catoosa Citizens for Animal Care 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 Georgia without regard to conflicts of laws principles.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_