

**Agreement and General Release**

Thank you for offering your time to volunteer with Metro East Humane Society. The work we do for 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 appropriate shelter employee.

1. **VOLUNTARY ACKNOWLEDGEMENT AND PARTICIPATIO**N I acknowledge that I have voluntarily agreed to serve as a volunteer for MEHS, a nonprofit organization under the laws of the state of Illinois. 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 MEHS.
2. **NATURE AND SCOPE OF SERVICES** As a Volunteer, I will be contributing my time and effort to various shelter and community programs through MEHS and performing a wide range of services. The services will be performed by me as assigned by an officer, director, employee, or another volunteer of MEHS. In the course of performing the services, I agree:
	1. To read the all of the materials provided, complete all required orientation, training, and paperwork relating to my volunteer position.
	2. 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.
	3. To read and obey all safety rules and regulations, especially at MEHS. In the interest of the safety of the animals, staff, and volunteers, I acknowledge that MEHS has the right to revoke volunteer privileges if these rules and regulations are not followed.
	4. To treat all MEHS staff, volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all MEHS property when my volunteer relationship ends.
	5. That either I or MEHS 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 MEHS. I agree that I am not and will not become an employee, partner, agent, contractor, or principal of MEHS 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 MEHS harmless for my own acts and omissions relating to the service I am voluntarily providing to MEHS. 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 MEHS during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting animals.
5. **ASSUMPTION OF RISK** I am voluntarily participating in the activities of MEHS 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 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 MEHS, I may be recorded on film, video, or other electronic recorded images or other media recordings of my name and likeness (“A-V Recording”) for any purpose related to furtherance of the objectives of MEHS including use in MEHS media properties such as it’s newsletters and websites. In particular, I grant MEHS 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 MEHS will be the property of MEHS and that MEHS will have the sole right to use, license, sell, 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 MEHS and assign all rights thereto MEHS.
7. **RELEASE** As consideration for being permitted by MEHS 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 MEHS for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused by any employee, agent, contractor, or representative of MEHS as a result of my participation in activities and performance of the services and any A-V Recordings. I hereby release MEHS 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 performances of the services and any A-V Recordings.
8. **CONFIDENTIALITY** During my association with MEHS 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 MEHS 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 MEHS which is not generally known to persons outside of MEHS 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 the sanctuary animals, campaigns, outreach programs, and information received from others that MEHS has agreed to keep confidential.
9. **I HAVE READ THIS RELEASE AND FULLY UNDERSTAND THAT I WILL RELINQUISH ALL CLAIMS OR ACTIONS KNOWN NOW OR IN THE FUTURE AGAINST MEHS**. 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 MEHS 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 perform volunteer duties for MEHS, 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 MEHS arising herein with respect to confidentiality and use of my work products and/or A-V material 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 MEHS, 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 MEHS arising herein with respect to confidentiality and use of my work products and/or A-V material authorized above.
12. **GOVERNING LAW** This agreement will be governed by and construed in accordance with the laws of the state of Illinois without regard to conflicts of laws or principles.

**NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHONE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **EMAIL**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MAILING ADDRESS**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CITY**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **STATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **ZIP** **CODE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Do you have health limitations?*  ( ) **NO** ( ) **YES** Explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Special Interests relative to volunteering?* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Would you like to be included on our mailing list?* ( ) **NO** ( ) **YES**

**APPLICANT AGREEMENT** In signing this application, I understand and agree to complete a volunteer orientation and animal handling training before interacting with animals. I also authorize the Metro East Humane Society to seek emergency medical treatment in case of accident, injury, or illness and to hold harmless MEHS in event of accident, injury or illness.

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

Guardian’s Signature if under 18: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Anyone under the age of 18 need to be accompanied at all times by an adult guardian who has attended the orientation training.

**VOLUNTEER WAIVER & RELEASE OF LIABILITY:** (Note: to be signed and witnessed on date of training)

As a volunteer for Metro East Humane Society (MEHS), I acknowledge that I am subject to risks of personal injury, including property damage. In consideration for being allowed to work as a volunteer for MEHS, whether on or off the premises of MEHS, on behalf of myself, my executors, administrators, heirs, next of kin, successors and assignees, I hereby waive, release, discharge and agree to hold harmless Metro East Humane Society, its employees and its Board of Directors, from any and all claims and liability for any injury, disability or damage I may incur whether to my person or my property as a result of my volunteer activities.

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MEHS Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_