

# TEXAS LITTER CONTROL

A Non-Profit Community Service Organization  
PO Box 2537; Spring, TX 77383

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING TEXAS LITTER CONTROL (TLC), AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, BOARD MEMBERS, EXECUTIVE COMMITTEE, SPONSORS, PROMOTERS, AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS VOLUNTEER AND RELEASE FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that animals can be unpredictable and realize the dangers of participating in the animal rescue, rehabilitation, adoption process, and off-site veterinary clinics. I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation; the following: animal bites, animal scratches, skin illnesses, bruises, falls, and auto accidents, THE RELEASEES' OWN NEGLIGENCE, weather conditions; and possibility of serious physical and/or mental trauma or injury associated with animal rescue, rehabilitation, and adoption process.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND PROMISE NOT TO SUE, AND INDEMNIFY the Releasees and the sponsors of this event, the organizer, and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, and properties, and their respective agents, officials, board members, executives, employees, and members through or by which the events will be held, (the foregoing are also collectively deemed to be the Releasees), FROM ANY AND ALL rights claims including CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in order association with TLC, or travel to or return from the activities associated with such.

I agree it is my sole responsibility to be familiar with proper animal care and handling, the Releasee's rules, policies and procedures, and any special regulations for the event. I understand and agree that situations may arise during the course of volunteering which may be beyond the immediate control of TLC officials and /or organizers, and I must continually be familiar with requirements for the activity so as to neither endanger myself nor others. I have no physical or medical conditioning which to my knowledge, would endanger others or myself if I participate in this activity, or would interfere with my ability to participate safely. I understand that some diseases are transmitted between animals and humans. Should medical care for myself be needed, I assume full responsibility for all costs.

I agree for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or change.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Please Print)  
Phone #: ( ) \_\_\_\_\_ Work #: ( ) \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Emergency Contact

Person: \_\_\_\_\_  
Phone #: ( ) \_\_\_\_\_ Work #: ( ) \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_

I am the parent or legal guardian of the above listed child under the age of 18. I have read and fully understand this agreement.

Name: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Original to be retained by TLC)