



## VOLUNTEER AGREEMENT AND RELEASE

I, \_\_\_\_\_, volunteer my time and services to assist L.O.L.A.'s Rescue ("LR") because of my support for LR and my desire to actively participate in the furtherance of LR's charitable mission. In consideration of the opportunity to participate as a volunteer for LR, I hereby agree as follows:

- 1. Voluntary Participation.** I fully understand and agree that I am providing my services to LR as a volunteer. Nothing in this Agreement or otherwise will be deemed to create an employee-employer or agent-principal relationship between LR and myself. As a volunteer, I will not be paid for my services, and I will not be covered by or eligible for any employment rights or benefits, such as insurance, worker's compensation, or other benefits. My participation with LR is at-will and may be terminated at any time by LR or myself for any reason or no reason. LR may remove any individuals, including volunteers, from the property of LR or its event sponsors at any time in its sole discretion.
- 2. Policies and Procedures.** I agree to abide by any and all applicable health and safety standards required by law or regulation, as well as all LR policies, procedures, and protocols then in effect and as may be updated from time to time.
- 3. ASSUMPTION OF RISK.** I UNDERSTAND THAT THE NATURE OF THE VOLUNTEER ACTIVITIES I MAY PERFORM MAY INVOLVE PHYSICAL ACTIVITY, CONTACT WITH UNIDENTIFIED OR UNFAMILIAR PERSONS OR ANIMALS, AND POTENTIAL RISK OF PHYSICAL INJURY OR DAMAGE TO PROPERTY. I EXPRESSLY ASSUME FULL AND COMPLETE LIABILITY FOR ANY INJURY, LOSS, OR ACCIDENT I CAUSE DURING MY VOLUNTEER WORK WITH LR.
- 4. RELEASE OF LIABILITY.** BECAUSE THE ASSERTION OF CLAIMS AGAINST LR WOULD BE CONTRARY TO MY SUPPORT OF LR AND ITS GOALS AND WOULD REDUCE THE ABILITY OF LR TO ACCOMPLISH ITS CHARITABLE PURPOSE, TO THE FULLEST EXTENT OF THE LAW, I, ON BEHALF OF MYSELF AND MY SPOUSE, NEXT OF KIN, HEIR(S), ADMINISTRATOR(S), REPRESENTATIVE(S), AND EXECUTOR(S) HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS LR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, SPONSORS, INSURERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY, INJURIES, ILLNESS, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY BE ATTRIBUTED TO MY PARTICIPATION IN LR ACTIVITIES. I UNDERSTAND THIS RELEASE DISCHARGES LR FROM ANY AND ALL LIABILITY OR CLAIM THAT I MAY HAVE AGAINST LR WITH RESPECT TO ANY INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, INVASION OF PRIVACY, DEFAMATION, OR ANY OTHER CAUSE OF ACTION THAT MAY RESULT FROM MY VOLUNTARY PARTICIPATION WITH LR OR LR'S USE OF MATERIALS (AS DEFINED BELOW).
- 5. Confidential Information.** I understand that as a volunteer for LR, I may have access to sensitive or confidential information relating to LR, including, but not limited to, personally-identifiable information regarding actual or prospective recipients of LR services such as identity, address, contact information, health and disability information; financial information; information about LR's business operations including organizational structure, employee information, financial operations, marketing strategy, donor lists and amounts, plans for upcoming events, current or proposed business transactions and sponsorships; and any proprietary information such as computer software and programming. I will maintain such confidential information in strict confidence, use such confidential information solely for the purposes for which LR provides it, and take reasonable precautions to prevent any unauthorized use or disclosure of such information.
- 6. Intellectual Property.** My volunteer services may include or result in the discovery, creation, development, or improvement of works of authorship, ideas, methods, inventions, software, documentation, utilities, tools, devices, improvements, and any and all deliverables and work product, whether or not copyrightable or patentable, originating with, conceived, invented, acquired, or developed, either solely or jointly with others, in connection with my volunteer services (collectively, "Work Product"). I understand and agree that all Work Product provided to LR through my volunteer activities or otherwise created by myself utilizing LR materials or information will be considered for all purposes "Work Made for Hire," as that phrase is defined by the U.S. copyright laws, and will be owned by and for the express benefit of LR. I hereby irrevocably assign to LR the entire right, title, and interest in and to any and all such Work Product. In addition, if through my actions or inactions Work Product cannot be retrieved or restored to its exact original form, I agree to pay all legal fees associated with LR retrieving said information and damages associated.
- 7. Media Release.** By voluntarily participating in LR activities, I hereby grant permission to LR to take photos, videos, and/or audio recordings of my likeness ("Materials"). These Materials will be owned by LR, and LR shall have the right to use, edit, adapt, post, stream, copy, and exploit such Materials, and all elements embodied therein and any derivatives thereof, in whole or in part, alone or in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of training, operations, trade, advertising, promotion, or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.
- 8. LR Property.** As a volunteer I may be entrusted with LR's property, including without limitation intellectual property such as logos and trademarks. I may also be provided access to certain LR systems or tools, such as email accounts or administrative logins. I agree that I will use LR's intellectual property and any LR -provided email address or account solely



for official LR business only and as deemed appropriate by LR to use in support of my volunteer services. I will not use LR's intellectual property, business letterhead, or any LR-provided account for personal communications or personal gain.

- 9. Relationship of Parties. I will not make health or financial decisions for LR. All decisions requiring finances will be approved by the LR Director or Assistant Director, and I will be held liable for any transactions not approved by the authorized persons. Nothing in this Agreement will be deemed to authorize me to act or otherwise hold myself out as an agent, employee, or legal representative of LR.
- 10. Code of Conduct. I understand that this can be a challenging environment, and I will not promote negative actions or behaviors or in any way compromise the success and safety of LR, its employees, customers, volunteers, or animals. LR holds a zero-tolerance policy for mental, verbal, or physical abuse of people, animals, or property. Anything perceived to be negatively affecting any part of LR will be diligently investigated and may lead to disciplinary action internally and externally, including termination and legal charges. The definition of Rescue is literally: "to save (someone) from a dangerous or distressing situation".

**I have been given adequate time to fully read and review the terms of this Volunteer Agreement and Release. I understand and acknowledge that by signing this Agreement I am waiving certain legal rights. I hereby accept and agree to the terms contained herein.**

**Volunteer Name:** \_\_\_\_\_ Over age 18?    Yes    No

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

**Phone:** \_\_\_\_\_                      **Email:** \_\_\_\_\_

**Volunteer Signature\*:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

\*By typing in your legal name, you are signing this contract electronically and agree your electronic signature is the legal equivalent of your acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your e-signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your e-signature or this Agreement between you and LR.

**In Case of Emergency, please contact:**

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

**OPTIONAL: I have a condition I would like the Rescue to be aware of, to help me in case of incident.**

Condition: \_\_\_\_\_

The Rescue can help me by:

***THIS IS A LEGAL CONTRACT AND RELEASE OF LIABILITY. IF VOLUNTEER IS UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF A PARENT OR GUARDIAN AND COMPLETION OF ADDITIONAL "RELEASE AND WAIVER OF LIABILITY FOR MINORS" ARE REQUIRED.***

**I am the legal parent or guardian of the above-named volunteer. I have been given adequate time to fully read and review the terms of this Volunteer Agreement and Release. I understand and acknowledge that by signing this Agreement I am waiving certain legal rights. I hereby accept and agree to the terms contained herein on behalf of myself and my minor child.**

**Parent/Guardian Signature\*:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

\*By typing in your legal name, you are signing this contract electronically and agree your electronic signature is the legal equivalent of your acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your e-signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your e-signature or this Agreement between you and LR.