



## **FOCCAS VOLUNTEER LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND RELEASE**

Thank you for your interest in volunteering at FOCCAS, PO Box 3245, Crossville, TN 38557. Your time and effort is greatly appreciated. This waiver will be kept on file.

I understand that being a volunteer of FOCCAS may require me to come in contact with animals, and that there are risks associated with my volunteer activities, including but not limited to dog/cat bites and/or scratches. I assume the risks and accept personal liability for any damages that might occur as a result of my volunteer activities.

I HEREBY IRREVOCABLY RELEASE FOCCAS, AND ITS OFFICERS, DIRECTORS, BOARD MEMBERS, EMPLOYEES, AGENTS AND VOLUNTEERS (collectively referred to as "Released Parties") FROM ANY AND ALL CLAIM I MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE TO ME, AGAINST RELEASED PARTIES FOR PERSONAL INJURY, INCLUDING DEATH, AND ALL PROPERTY DAMAGE OR LOSS, ARISING OUT OF MY VOLUNTEER ACTIVITY WITH FOCCAS. THIS RELEASE SHALL CARRY THROUGH TO FOCCAS'S SUCCESSORS AND OR ASSIGNS.

I hereby agree to indemnify, defend and hold the released parties harmless from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that the Released Parties may sustain in connection with any third party claims that arise out of my volunteer activities, whether such volunteer activities occur on FOCCAS's premises, at my home, or elsewhere.

I UNDERSTAND THAT FOCCAS DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY. I UNDERSTAND THAT FOCCAS DOES NOT PROVIDE WORKERS COMPENSATION INSURANCE FOR VOLUNTEERS AND HEREBY EXPRESSLY WAIVE ANY CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF FOCCAS IN THE EVENT OF ANY INJURY OR MEDICAL EXPENSE.

I agree that if I transport any FOCCAS animal(s) in my personal vehicle for any purpose I will 1) maintain at least the state required minimum amounts of automobile insurance on the vehicle, and 2) release, indemnify and hold the Released Parties harmless from any claims arising from and/or related in any way to such animal's presence in my vehicle. I hereby grant FOCCAS a nonexclusive, worldwide, perpetual license to use, modify, and publicly perform, publicly display, and reproduce any photographs that I or FOCCAS may have taken including my name, and likeness solely for marketing and promotional purposes.

**By signing below, I acknowledge and represent that I have read and understood the foregoing release, sign it voluntarily, and agree to the indemnity, hold harmless and waiver of liability above.**

**I also agree to provide FOCCAS a copy of my current Driver's License.**

\_\_\_\_\_  
Volunteer Signature

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

\_\_\_\_\_  
Volunteer Printed Name