

Volunteer Waiver and Release

This Volunteer Waiver and Release (this “**Waiver and Release**”) is executed as of the date below by or on behalf of the individual listed below (“**I**” or “**me**”) in favor of The Yellow Dog Brand Livestock Evacuation, a Washington nonprofit, and its directors, officers, employees, volunteers, representatives, and agents (collectively, “**Yellow Dog**”). I desire to volunteer for Yellow Dog and engage in activities related to being a volunteer (the “**Activities**”). I understand that the Activities may include, but are not limited to, fire evacuation and animal transportation.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Waiver and Release and agree to the following terms:

1. **Volunteer Status.** As a volunteer, I understand that I control the dates and times when I participate in the Activities and that Yellow Dog is not responsible for scheduling my volunteer work. I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.
2. **Assumption of Risk.** I am aware and understand that the Activities may be inherently dangerous and may expose me and my personal property to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities, either to me as an individual or to my personal property if used during the Activities. Risks associated with the Activities, include, but are not limited to: injury or resulting illness due to, but not limited to, a scratch, kick, buck, or bite, disease transmission from animals, and working with or working around any animal; injury, illness, or harm from fire or smoke; injury and harm from the Activities, injury and harm from equipment necessary for the Activities, and damage to my personal property if used in the Activities; injury or harm from the Activities including, but not limited to loading and unloading animals, transporting animals, storing animals, and physical activities such as walking, standing, running, bending, crouching, stooping, lifting, climbing, and pulling.

I fully understand that Yellow Dog is not responsible for choosing the premises animals are transported to, and not responsible for any liability arising from entering another’s property, including, but not limited to, liability from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of another’s property in connection with the Activities, whether caused by the negligence of the owner of the property or any of Yellow Dog’s agents, or by any other reason.

I acknowledge and agree that this Waiver and Release is intended to be, and is, a complete release of any responsibility of Yellow Dog and its agents for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activities. Without limiting the foregoing, I agree that Yellow Dog and its agents shall not be liable to me, for any claims or tort actions arising from or related to my entry into and participation in the Activities or any tort action arising from the Activities. I further understand this Waiver and Release extends to release Yellow Dog of any responsibility to damage or harm to my personal property, including but not limited to my vehicle, trailer, and other equipment used in the transportation and evacuation of animals.

3. **Policies.** I shall abide by all Yellow Dog policies and procedures, including but not limited to, precautions to transport and store animals, fire safety procedures, and equipment use policies.
4. **Medical Treatment.** I hereby give consent and authority to Yellow Dog to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless Yellow Dog from any claim whatsoever in connection with such treatment or other medical services.
5. **Release and Waiver.** I hereby fully and forever release and discharge Yellow Dog, its directors, employees, officers, and agents from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I covenant not to make or bring any such claim or demand

against Yellow Dog or its agents, and fully and forever release and discharge Yellow Dog and its agents from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES YELLOW DOG FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST YELLOW DOG WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF YELLOW DOG OR OTHERWISE.

6. No Insurance Coverage or Workers' Compensation. I UNDERSTAND THAT YELLOW DOG DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, 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 IF I AM INJURED IN THE COURSE OF THE ACTIVITIES, I AM NOT COVERED BY YELLOW DOG'S WORKERS' COMPENSATION PROGRAM.
7. Indemnification. I hereby agree to indemnify, defend, and hold harmless Yellow Dog from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my involvement in the Activities, arising out of any third-party claim.
8. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by Yellow Dog for internal and/or promotional use. I hereby grant and convey to Yellow Dog all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to Yellow Dog's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.
9. Miscellaneous.
 - (a) I hereby agree that this Waiver and Release represents the full understanding between Yellow Dog and myself and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof.
 - (b) The parties shall first attempt to resolve any dispute arising out of or relating to this Waiver and Release informally amongst themselves or through formal mediation. If the parties cannot resolve a conflict amongst themselves, then the matter shall be resolved by binding arbitration. Arbitration will be before a single arbitrator that volunteer elects from a list of 3 arbitrators provided by Yellow Dog. Yellow Dog shall select the arbitration services and rules. Arbitration will take place in Kittitas County, Washington. An arbitration judgment may be entered into and enforced by a court of competent jurisdiction, which judgment shall include the costs and attorneys' fees for the prevailing party at arbitration.
 - (c) If any term or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions.
 - (d) This Waiver and Release is binding on and inures to the benefit of Yellow Dog and myself and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
 - (e) I hereby agree that this Waiver and Release is intended to be as broad and inclusive as permitted, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Washington, without reference to any choice of law doctrine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE YELLOW DOG AND ITS AGENTS.

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____

Minor Child Volunteer Waiver and Release

I, _____ attest that I am the parent or legal guardian of:
Parent/guardian's full name

Minor's First Name Last Name

Minor's First Name Last Name

Minor's First Name Last Name

Minor's First Name Last Name

(Please list any addition minor on the back of this form)

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in the Activities at Yellow Dog. I hereby agree to the above Waiver and Release on my behalf and on behalf of my children.

Patent/Guardian Signature: _____ Date _____

Printed Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____