



Volunteer Agreement

Norris Ark Training & Recovery Center (NATARC)

This Volunteer Agreement ("Agreement") is entered into on _____ between Norris Ark Training & Recovery Center (NATARC), a nonprofit corporation organized under the laws of the State of Montana, with its principal place of business at PO Box 2865, 6 Sterling Rd, Norris, MT 59745-2865, ("Organization"), and _____, residing at _____ ("Volunteer").

Purpose

NATARC is dedicated to rescuing, rehabilitating, and rehoming animals, and maintaining facilities to support these efforts. The Volunteer agrees to provide voluntary services to assist NATARC in achieving its mission, including labor for infrastructure needs, in accordance with the terms of this Agreement and Montana law.

1. Volunteer Services

1.1 Scope of Services: Volunteer agrees to perform services as assigned by NATARC, which may include, but are not limited to:

Animal care (feeding, grooming, exercising, and cleaning enclosures).

Administrative tasks (record-keeping, fundraising, community outreach).

Infrastructure labor (constructing or repairing shelters, fencing, or other facilities; maintenance of grounds or buildings).

Other tasks as mutually agreed upon.

1.2 Volunteer Status: Volunteer acknowledges that they are providing services on a voluntary basis without expectation of compensation, wages, or employee benefits. Volunteer is not an employee, contractor, or agent of NATARC.

1.3 Training and Supervision:

NATARC will provide necessary training and supervision for tasks involving animal handling and interactions to ensure safety and compliance with Montana laws. Volunteers performing professional services outside the normal scope of animal rescue work, such as a general contractor performing construction or remodeling tasks, are responsible for their own training, certifications, and safety equipment (e.g., personal protective equipment) required for such tasks.

2. Compliance with Montana Law

2.1 Non-Discrimination: NATARC complies with the Montana Human Rights Act (Title 49, MCA) and does not discriminate against volunteers based on race, color, religion, national origin, sex, age, marital status, disability, or other protected characteristics.

2.2 Child Labor Laws:

If Volunteer is a minor (under 18), NATARC will ensure compliance with Montana child labor laws (MCA 41-2-101 et seq.), restricting minors from hazardous occupations (e.g., operating heavy machinery) and limiting work hours for those under 16. Parental consent will be required for volunteers under 18.

2.3 Wildlife Rehabilitation:

NATARC does not engage in wildlife rehabilitation. Volunteer acknowledges that no services will involve the handling or rehabilitation of wildlife, and NATARC does not require permits from Montana Fish, Wildlife & Parks (FWP) for such activities.

2.4 Animal Welfare: Volunteer agrees to adhere to Montana's anti-cruelty laws (MCA 45-8-211) and NATARC's policies to ensure humane treatment of all animals.

2.5 Zoning and Property Laws:

Infrastructure tasks will comply with local zoning ordinances and property laws in Madison County, Montana. Volunteers performing tasks on NATARC's property or other private property will only do so with explicit permission from the landowner, as required by Montana law.

3. Safety and Liability

3.1 Safety Protocols: Volunteer agrees to follow all safety guidelines provided by NATARC for animal handling and interactions, including the use of personal protective equipment (PPE) where provided. Volunteers performing professional services (e.g., construction or

remodeling) are responsible for providing and using their own PPE and adhering to industry-standard safety practices for such tasks.

3.2 Liability Waiver: Volunteer acknowledges that volunteering, particularly infrastructure labor and animal handling, carries inherent risks (e.g., injury from tools, machinery, or animals). Volunteer agrees to release, waive, and hold harmless NATARC, its officers, employees, and agents from liability for any injuries, damages, or losses incurred during volunteer activities, except in cases of gross negligence or willful misconduct by NATARC.

3.3 Insurance:

Volunteer is responsible for their own health insurance and medical expenses.

3.4 Damage by Volunteer:

Volunteer is responsible for any damage to NATARC property caused by their negligence or intentional actions, consistent with Montana law (MCA 27-1-715 for liability).

4. Volunteer Responsibilities

4.1 Compliance with Policies:

Volunteer agrees to comply with NATARC's policies, procedures, and code of conduct, including confidentiality regarding sensitive information (e.g., donor or animal records).

4.2 Time Commitment: Volunteer will coordinate with NATARC to schedule volunteer hours. There is no minimum hour requirement unless specified for a particular project.

4.3 Reporting Injuries: Volunteer must immediately report any injuries or incidents to NATARC's designated supervisor.

4.4 Prohibited Activities:

Volunteer will not:

Engage in hazardous tasks (e.g., operating heavy machinery) without proper training and authorization.

Represent themselves as an agent of NATARC or enter private property without permission.

Encumber NATARC or any of the Organization's agents, property, or assets with any lien or debt.

Handle wildlife, as NATARC does not engage in wildlife rehabilitation.

5. NATARC's Responsibilities

5.1 Training and Resources:

NATARC will provide training, tools, and materials necessary for Volunteer to perform tasks related to animal handling and interactions safely and effectively. For professional services outside this scope, NATARC will provide access to the worksite and any necessary specifications, but Volunteer is responsible for their own training and equipment.

5.2 Safe Environment: NATARC will maintain a safe working environment for animal-related tasks in compliance with Montana occupational safety laws and provide clear instructions for such tasks.

5.3 Non-Retaliation: NATARC will not retaliate against Volunteer for reporting safety concerns, animal welfare issues, or other lawful disclosures, in accordance with Montana's whistleblower protections (MCA 39-2-901 et seq.).

6. Term and Termination

6.1 Term:

This Agreement begins on _____ and continues until terminated by either party.

6.2 Termination:

Either party may terminate this Agreement at any time with or without cause by providing written notice. NATARC may terminate Volunteer's participation immediately for violation of policies, unsafe behavior, or actions harmful to animals or NATARC's mission.

7. Confidentiality

Volunteer agrees to maintain the confidentiality of all proprietary or sensitive information, including but not limited to donor information, animal medical records, and operational details, during and after their volunteer service.

8. Acknowledgment of Volunteer Status

Volunteer acknowledges that they are not entitled to wages, benefits, or workers' compensation under Montana law, as they are not an employee. NATARC will not withhold taxes or provide employee benefits.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Any disputes arising under this Agreement shall be resolved in the courts of Madison County, Montana.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, written or oral. Any amendments must be in writing and signed by both parties.

11. Signatures

By signing below, the Volunteer and NATARC acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Volunteer:

Name: _____

Signature: _____

Date: _____

NATARC:

Name: _____

Title: _____

Signature: _____

Date: _____