**SONNYDAZE RANCH**

**Mental Health & Wellness Equine Programs**

11110 Allen Road, East Concord, NY 14055

Email: sonnydazeranch@yahoo.com

Ph. (716) 574-3868

# VOLUNTEER RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Volunteer Release, Waiver of Liability and Indemnification Agreement (collectively "Release") is executed on this _____ day of _____, 20__, between _____ (the "Volunteer") and SonnyDaze Ranch Mental Health & Wellness Equine Programs (SDR) of East Concord, NY, its affiliates, partner companies and/or the like, a corporation, organized and existing under the laws of the state of New York, and each of SDR's past, present and future officers, directors, supervisors, agents, servants, representatives, employees, owner(s), family member(s), staff, founder(s) and any further affiliates not mentioned here within, (collectively "Parties"), as set forth herein.

The Volunteer desires to provide volunteer services to SDR.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and representations between the Parties, as set forth herein, and in consideration of the permission granted to Volunteer by SDR and Volunteer's desire to provide volunteer services and/or engage in activities related to serving as a Volunteer for SDR, the following is acknowledged and agreed:

1. **WAIVER AND RELEASE**: This Release by Volunteer hereby forever releases, discharges and holds harmless SDR, of and from, any and all past, present and/or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, compensation of any nature whatsoever, and whether for compensatory, bonus, sick and vacation pay, pension, employment benefits, indemnity, punitive or any other form of damages, including any and all claims for injunctive or other equitable relief, which Volunteer previously had, now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or related to, any matters, acts or omissions, arising out of, or related to the Volunteer's services provided pursuant to this Release, including, without limitation, any and all known or unknown claims for injuries, damages, economic and non-economic losses, consequential losses, injunctive relief, bodily, emotional distress, contractual right, personal injuries and/or damages to Volunteer, and the consequences thereof, which have resulted or may result from any alleged acts or omissions of the SDR and any person with whom Volunteer may come into contact through the volunteer services provided under this Release.

2. **INDEMNIFICATION OF VOLUNTEER:** Volunteer agrees to indemnify, defend, and hold harmless SDR against all claims, demands, costs, expenses of whatever nature, including court costs, arbitration costs, and reasonable attorney fees, arising out of or resulting from any dispute between Volunteer and SDR, and between Volunteer and any person and/or entity with whom Volunteer may come into contact through the provision of volunteer services.

3. **RELATIONSHIP DEFINED**: The Volunteer understands and agrees that the scope of their relationship with SDR is limited to a volunteer position and that this position in no way constitutes an employment relationship and that no monetary compensation, or any

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other tangible and/or non-tangible benefit or consideration, applies to the volunteer position or may be demanded.

4. **MEDICAL TREATMENT**: The Volunteer understands and agrees that SDR does not assume nor accept any responsibility for or obligation to provide Volunteer with financial or other assistance, including, but not limited to any emergency, medical, dental, health, disability, life and/or pension benefits and/or insurance of any nature in the event of any injury, illness, and/or death associated with the provision of volunteer services. Volunteer waives any claim for compensation, benefits and liability of SDR therefore. Volunteer agrees he/she is personally responsible to secure and obtain their own medical, dental, and other insurance coverage in the event of personal injury and/or illness occurring as a result of providing volunteer services and that he/she is NOT covered by or entitled to the benefits of the New York State workers compensation law. Volunteer hereby releases and forever discharges SDR from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment and/or other medical services rendered in connection with an emergency during services as a Volunteer.

5. **ASSUMPTION OF RISK**: The Volunteer understands that the volunteer services provided hereunder may involve activities that may be hazardous to them, including potentially inherently dangerous activities, for which Volunteer assumes complete and total personal responsibility. The Volunteer hereby expressly assumes any and all risk of injury, both foreseeable and non-foreseeable, and/or harm that may arise from these volunteer activities and hereby Releases SDR from all liability for injury, illness, death, property damage, and all other non-economic injuries, resulting from the services provided as a Volunteer.

6. **PHOTOGRAPHIC RELEASE**: The volunteer grants and conveys to SDR all rights, titles, and interests in any and all photographs, images, videos, and audio in connection with providing volunteer services, and agrees SDR may use any photographic images of Volunteer in any reasonable manner SDR deems to advance the goals of SDR with no right of royalties or compensation whatsoever.

7. **TAX CONSEQUENCES**: SDR makes no warranty or representation as to any tax consequences, if any, that may apply or occur through Volunteer's provision of volunteer services. Volunteer represents and agrees that a determination of any applicable taxes obligation shall be Volunteer's sole responsibility.

8. **SEEKING ADVICE:** The Volunteer represents that before signing this Release having been given the opportunity to consult with an attorney or other representative of his/her own choosing regarding this Release. By entering into this Release, Volunteer represents having completely read and understood this Release, and voluntarily accepts its terms and recitals and conditions without reservation.

9. **OTHER**: The Volunteer expressly agrees that this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. In the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

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**WORK ASSIGNMENTS AND TERMINATION OF VOLUNTEER SERVICES:** During All times covered by this Release, MHALA reserves the unfettered and exclusive right assign the Volunteer to perform such services as may be required by SDR which may or may not comport with the Volunteers preferences. SDR reserves the right to end and/or terminate the Volunteer's services at any time, with and/or without cause, and without any prior notice whatsoever. Volunteer acknowledges and accepts that it may not contest any dismissal and/or release from services on any grounds whatsoever. Volunteer understands and agrees it shall have, nor develop, any property rights to perform any particular volunteer services, nor shall Volunteer ever have any seniority or bumping rights with respect to anyone.

**IT IS HEREBY AGREED.**

By signing below, I represent that I am 18 years or older and hereby express my understanding and intent to enter into this Release, Waiver of Liability and Indemnification Agreement willingly and voluntarily.

| | | |
|---|---|---|
| Signature | Age | Date |

*****If Volunteer is under the age of 18, a parent/guardian must read and sign this Release/Waiver of Liability/Indemnification and shall be bound to all of the same recitals, terms and conditions.**

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**If Volunteer is under the age of 18 and parent/guardian is signing on their behalf. Please complete the following information regarding the minor. Please note that we do not allow Volunteers under the age of 14 years.**

**PLEASE PRINT**

Minor's Name: _____

Minor's Age: _____ Minor's Cell Ph. _____

Minor's Home Address: _____

_____

Minor's Mother/Guardian Name: _____

Cell Ph. _____ Work Ph. _____

Minor's Father/Guardian Name: _____

Cell Ph. _____ Work Ph. _____

Minor's Known Allergies: _____

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