



VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY (“AGREEMENT”)

Between
Nevada Society for the Prevention of Cruelty to Animals (“Nevada SPCA”)
and

(print full name)

This Agreement sets forth the responsibilities and understandings of the above-named individual and of Nevada SPCA regarding participation in volunteer programs partially or wholly coordinated by Nevada SPCA.

1. I agree to donate time to Nevada SPCA as a volunteer. I will be contributing my time and effort to various shelter and outreach programs of Nevada SPCA. These volunteer services will be performed by me as assigned by an officer, director, employee or another volunteer of Nevada SPCA. In the course of performing the volunteer services, I agree:
 - To complete all required orientation, training, and paperwork relating to my volunteer position(s);
 - To read and to obey all volunteer rules and regulations (which are incorporated herein by their reference). In the interest of the safety of the animals, the staff, and other volunteers, I acknowledge that Nevada SPCA has the right to revoke volunteer privileges if these rules and regulations are not followed; and
 - To treat all Nevada SPCA staff, volunteers, the animals, property, tools, and equipment with respect.
2. As a volunteer, I understand that I control the dates and times when I engage in volunteer service and that Nevada SPCA is not responsible for scheduling my volunteer service. I am offering my services for civic, charitable and humanitarian reasons, and understand that I will not be compensated for any time spent volunteering. I further understand that I am not entitled to any benefits, including unemployment insurance benefits, upon the termination of the Agreement or as a result of this volunteer service. Either I or Nevada SPCA can terminate this relationship at will and at anytime. Nothing contained in this Agreement or any other ancillary documents related to hereto shall be deemed or construed by the parties or by any third party to create a relationship of principal and agent, partnership or employer-employee.
3. I am aware that participation as a volunteer may require periods of standing, lifting and carrying items in excess of 50 pounds and will require the exercise of reasonable care to avoid injury. I agree to disclose any physical or psychological limitations to appropriate staff before participating in any activity. Since I may be interacting with animals, healthy and sick, big and small, and may be lifting, carrying, moving, or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform staff immediately of any such limitations.
4. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and agree to accept any and all risks of personal injury and property damage.
5. I understand and agree that it is possible that I may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, my negligent or intentional acts, or the negligent or intentional acts of others; that while Nevada SPCA has taken some steps to reduce the chance of injury or harm to me, that Nevada SPCA has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for my safety or of my property while I am engaged in volunteer service; and that I must take full responsibility for myself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect me and my property.

Initials: _____ Date: _____



I also understand that I may be interacting with animals which are and/or can be unpredictable and may have dangerous propensities, including biting or attacking. Notwithstanding this risk, I take full responsibility for myself and assume the risk of harm or damage while interacting with the animals.

6. As consideration for being permitted by Nevada SPCA to provide volunteer services, to the fullest extent permitted by applicable law, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue or attach to or execute upon the property of Nevada SPCA, its owners, shareholders, directors, members, managers, officers, affiliates, volunteers, participants, employees, operators, sponsors, landlord (and owner of the shelter premises), lenders, vendors, contractors, hosts of events, agents, legal representatives and all other persons or entities acting in any capacity on their behalf (collectively, the "Released Parties") arising from and/or relating to any negligent act or omission of the Released Parties while I am performing the volunteer services or arising the property, facilities and services at the shelter premises. To the fullest extent permitted by applicable law, I agree to defend, indemnify and hold harmless the Released Parties, from any loss, liability, damage or cost they incur (including reasonable attorneys' fees and court costs), or any claim or lawsuit filed against them, on account of, arising out of, or in connection with my volunteer services to Nevada SPCA.
7. I understand that if I am injured in the course of my volunteer service, I am not covered by Nevada SPCA's workers' compensation or other insurance program. I authorize Nevada SPCA to seek emergency medical and/or dental treatment on my behalf in case of injury, accident or illness to me arising from my volunteer service. I understand that I will be responsible for any costs incurred by such accident, illness or injury.
8. I agree and understand that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of my negligent or intentional acts during volunteer service, and that to avoid such harm, I must exercise care and act responsibly in serving others.
9. If any injury or loss to another does occur due to my intentional actions or due to my negligent actions arising outside of the scope of my volunteer activities, I will accept the liability for and repair, or make reparations for the harm done.
10. I understand that the materials and tools provided by Nevada SPCA are and remain the property of Nevada SPCA, and I agree to return these tools and any remaining materials to Nevada SPCA at the end of my volunteer service.
11. During my volunteer service with Nevada SPCA and thereafter, I will keep confidential, refrain from disclosing to others, and use only in the performance of my volunteer duties, all confidential information of Nevada SPCA that I develop or learn about during the course of my volunteer service. Examples of confidential information include, but are not limited to, information on finances, membership and donors, volunteer performance, research and development, the condition of sanctuary animals and the facilities, campaigns, outreach programs, foster placement information, previous owner information, and information received from others that Nevada SPCA has agreed to keep confidential.
12. I acknowledge that I have reviewed this Agreement and have had the opportunity to have it reviewed by my attorney and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement. If any provision of this Agreement is held invalid by any applicable law or by any court or arbitrator, such provision will be enforced to the maximum extent permissible to effect the intent of the parties, and such invalidity will not affect the enforceability of any other provisions.
13. Except with the prior written consent of Nevada SPCA, which may be withheld in its sole judgement, I acknowledge that I shall not, nor permit others in my control to, post; disseminate, use, distribute,

Initials: _____ Date: _____



advertise, publish or otherwise disclose any symbol, design, logo name, mark or insignia adopted, owned or licensed by Nevada SPCA.

14. This Agreement and/or any disputes arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to Nevada's (or any other state's) laws regarding conflicts or choice of laws. Any and all actions arising out of the Agreement shall be litigated in any court located in Clark County, Nevada. The parties hereto consent to personal jurisdiction in any such Court and hereby waive any objection thereto and agree not to deny or defeat such court's jurisdiction or venue (including, without limitation, by a motion forum non conveniens).

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.

Name (Print): _____ Date: _____

Signature: _____

Street Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Organization: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

If Volunteer is under 18 years of age, the custodial parent or guardian must read and sign the following:

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF THE MINOR BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.

MINOR (IF APPLICABLE)

Minor Child's Name (Print): _____ DOB: _____

Parent/Guardian Name (Print): _____ Relationship: _____

Parent/Guardian Signature: _____

Street Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Organization: _____

Emergency Contact: _____ Relationship: _____ Phone: _____

Witness Signature for the Nevada SPCA

Witness Printed Name for the Nevada SPCA

Date

Initials: _____ Date: _____