



Agreement and General Release for Adult Volunteers and Non-employee Interns

Thank you for offering your time to volunteer with Best Friends Animal Society. The work we do for the animals would not be possible without the help of our volunteers. Please read through the agreement below, complete the form at the bottom and return to the appropriate volunteer office.

- 1. VOLUNTARY ACKNOWLEDGEMENT AND PARTICIPATION.** I acknowledge that I have voluntarily agreed to serve as a volunteer for Best Friends Animal Society, a nonprofit corporation organized under the laws of the State of Utah ("Best Friends"), whose mission is to bring about a time of No More Homeless Pets. I am referred to as a "Volunteer." I offer to perform as a Volunteer of my own volition. No one has demanded that I participate in any activity with Best Friends.
- 2. NATURE AND SCOPE OF SERVICES.** As a Volunteer, I will be contributing my time and effort to various sanctuary and outreach programs of Best Friends and performing a wide range of Services (collectively, the "Services"). The Services will be performed by me as assigned by an officer, director, employee or another volunteer of Best Friends. In the course of performing the Services, I agree:
 - To read the Volunteer Handbook (if applicable) and otherwise complete all required orientation, training, and paperwork relating to my volunteer position(s).
 - To disclose any physical or psychological limitations to appropriate staff before participating in any activity. Since I may be interacting with animals, both 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.
 - To read and to obey all safety rules and regulations, especially at Best Friends Animal Sanctuary. In the interest of the safety of the animals, staff, and volunteers, I acknowledge that Best Friends has the right to revoke volunteer privileges if these rules and regulations are not followed.
 - To treat all Best Friends staff, volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all Best Friends property when my volunteer relationship ends.
 - That either I or Best Friends can terminate this relationship at will.
- 3. NO COMPENSATION.** I agree to provide my Services without compensation. I will not be compensated for my efforts nor am I an agent or contractor of Best Friends Animal Society. I agree that I am not and will not become an employee, partner, agent, contractor or principal of Best Friends upon execution of this agreement or the performance of the Services.
- 4. RESPONSIBILITY FOR MY OWN ACTS AND OMISSIONS.** I hereby agree to be legally and financially responsible and will indemnify and hold Best Friends Animal Society harmless for my own acts and omissions relating to the service I am voluntarily providing to Best Friends Animal Society. I acknowledge that I am responsible for providing my own medical, liability, and auto insurance during my volunteer service. I understand that I am not covered by workers' compensation nor insured by Best Friends during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting an animal.
- 5. ASSUMPTION OF RISK. I am voluntarily participating in the activities of Best Friends with full knowledge of the risks and dangers involved and hereby agree to accept any and all risks of injury, death, or damage to myself and/or my personal property.** As a volunteer, I may come into contact with and interact with animals, and such work entails risk of personal injury due to proximity to animals, dangerous equipment, long-distance driving, and other considerations. These include, but are not limited to, being bitten, kicked, clawed, tripped, and possibly exposed to zoonotic diseases.
- 6. PHOTO, VIDEO AND AUDIO RELEASE.** I understand that as a volunteer of Best Friends Animal Society, I may be recorded on film, video or other electronic recorded images or other media recordings of my name and likeness ("A Recordings") for any purpose related to furtherance of the objectives of Best Friends, including use in Best Friends media properties such as its magazine and websites. In particular, I grant Best Friends permission to copyright and use, reuse, publish, and republish A-V Recordings, without restriction as to changes or iterations, for art, advertising, trade, or any other purpose. Further, I understand that all work product I create in my capacity as a volunteer for Best Friends will be the property of Best Friends and that Best Friends will have the sole right to use, sell, license, publish, or transfer any such work product, in any and all media formats, including print, mechanical and electronic formats. I will disclose any such work product to Best Friends and assign all rights thereto to Best Friends.
- 7. RELEASE.** As consideration for being permitted by Best Friends to participate in activities and provide Services, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of Best Friends for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by any employee, agent, contractor, or representative of Best Friends as a result of my participation in activities and performance of the Services and any A-V Recordings.

I hereby release Best Friends from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in activities and performance of the Services and any A-V Recordings.

8. CONFIDENTIALITY. During my association with Best Friends 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 Best Friends Animal Society that I develop or learn about during the course of my association. I understand that this agreement covers all confidential business and technical information and know-how of or about Best Friends which is not generally known to persons outside of Best Friends and which I have not been specifically authorized to disclose or use. 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, campaigns, outreach programs and information received from others that Best Friends Animal Society has agreed to keep confidential.

9. I HAVE READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I WILL RELINQUISH ALL CLAIMS OR ACTIONS KNOWN NOW OR IN THE FUTURE AGAINST BEST FRIENDS ANIMAL SOCIETY. I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of a Best Friends Animal Society staff member. **If, for any reason paragraph 12 below is deemed unenforceable and this Agreement is construed in accordance with the laws of the State of California,** it is expressly understood and agreed that I am hereby waiving and surrendering my rights pursuant to § 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims which a creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. ARBITRATION. Any controversy or claim arising out of or relating to this agreement or its breach will be settled by arbitration in the State I first perform volunteer duties for Best Friends, even if it pre-dates the date of this agreement, and continuing as long as I continue to be a Volunteer and thereafter as is necessary to protect the interests and rights of Best Friends arising herein with respect to confidentiality and use of my work products and/or A-V material as authorized above.

11. TERM OF AGREEMENT. I acknowledge that this agreement will apply to the entire term of my volunteer relationship, starting with the date I first perform volunteer duties for Best Friends, even if it pre-dates the date of this agreement, and continuing as long as I continue to be a Volunteer and thereafter as is necessary to protect the interests and rights of Best Friends arising herein with respect to confidentiality and use of my work products and/or A-V material as authorized above.

12. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of laws principles

Name _____

Phone _____ Email _____

Mailing address _____

City _____ State _____ Zip Code _____

I would like to receive news of volunteer opportunities periodically via e-mail.

Volunteer Acknowledgement of Safety Rules at Best Friends Animal Society

By signing below I acknowledge that I have read, understand and will follow the safety rules for all areas in which I volunteer, including, but not limited to, all Sanctuary animal areas and other departments (Welcome Center, offices, Angels' Rest, etc.).

I further agree that **if I am volunteering for Best Friends Animal Society outside of the Sanctuary** (Los Angeles programs, Salt Lake City programs, New York programs, other events, etc.) I will read and abide by all guidelines as outlined by Best Friends Volunteer Handbook.

Signature of Volunteer _____ Date _____