



## Release and Waiver of Liability



This Release and Waiver of Liability (the "Release") executed on \_\_\_\_\_ (DATE), by \_\_\_\_\_ (the "Volunteer") in favor of the City of Lexington employees and the Lexington Animal Control Officer.

The Volunteer or the parent/guardian of the participant hereby freely, voluntarily, and without duress executes the Release under the following terms:

**RELEASE AND WAIVER.** Volunteer or the parent/guardian does hereby release and forever discharge and hold harmless the City of Lexington and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Lexington Animal Control Shelter. Volunteer understands that this Release discharges the City of Lexington from any liability or claim that the volunteer may have against the City of Lexington with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with the City of Lexington Animal Control Shelter, whether caused by negligence of the City of Lexington, or its employees. Volunteer also understands that the City of Lexington does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

**MEDICAL TREATMENT.** Volunteer or the parent/guardian of the participant does hereby release and forever discharge the City of Lexington from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with the City of Lexington Animal Control Shelter.

**ASSUMPTION OF THE RISK.** The Volunteer or the parent/guardian of the participant understands the Activities include work that may be hazardous to the Volunteer, including, but not limited to dog and/or cat handling, lifting heavy objects, bending, standing for extended periods of time, exposure to cleaning chemicals and transportation to and from off-site events. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City of Lexington from all liability for injury, illness, death, or property damage resulting from the Activities on or offsite City of Lexington property.

**INSURANCE.** The Volunteer or the parent/guardian of the participant understands that, except as otherwise agreed to by the City of Lexington in writing; the City of Lexington does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**OTHER.** Volunteer or the parent/guardian of the participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of Missouri, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. Volunteer agrees that in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THE FORGOING VOLUNTEER AGREEMENT AND VOLUNTEER RELEASE AND WAIVER OF LIABILITY AND THAT I WILL COMPLY WITH THE SAME.

I ACKNOWLEDGE THAT I HAVE RECEIVED A LEXINGTON ANIMAL CONTROL VOLUNTEER MANUAL AND I AGREE TO FOLLOW THE POLICIES, PROCEDURES, AND CODE OF CONDUCT OUTLINED WITHIN. I UNDERSTAND THAT BY NOT FOLLOWING THE POLICIES, PROCEDURES, AND CODE OF CONDUCT, I MAY BE SUBJECT TO IMMEDIATE TERMINATION.

Volunteer Signature \_\_\_\_\_ Date \_\_\_\_\_

Volunteer Printed Name \_\_\_\_\_

Parent/ Guardian Signature (For Volunteers under 18 years of age) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**ATTENTION: THIS PAGE NEEDS TO BE COMPLETED AND RETURNED BEFORE VOLUNTEERING AT THE LEXINGTON ANIMAL CONTROL SHELTER!**