

GENERAL RELEASE AND AGREEMENT (Junior Volunteers)

Thank you for offering your time to volunteer with The Animal Foundation (hereinafter TAF). The work we do would not be possible without the help of our volunteers. Please read carefully through this agreement. Acceptance of the following terms by the parent/legal guardian of the Junior Volunteer applicant is required at the end of the agreement.

1. **VOLUNTARY ACKNOWLEDGEMENT AND PARTICIPATION.** I/my child acknowledge that I/my child have chosen to serve as volunteers for TAF, a nonprofit corporation organized under the laws of the State of Nevada, whose mission is to save the lives of all healthy and treatable animals in the Las Vegas Valley. I/my child shall be known as a "volunteer." As a volunteer, I/my child choose to perform solely as a volunteer and no one asked, demanded, or represented that I/my child participate in any activity on behalf of TAF other than as a volunteer.
2. **NATURE AND SCOPE OF SERVICES.** As a volunteer, I/my child will be contributing our time and effort to various shelter and outreach programs of TAF, and performing a wide range of services (collectively, the "Services"). The Services will be performed by us as assigned by a TAF officer, director, employee, or another volunteer as approved by TAF. In the course of performing the Services, I/my child agree:
 - To read and comply with the rules/regulations/protocols/procedures/etc. outlined in the Volunteer Handbook and/or other materials provided by TAF and otherwise complete all required orientations, trainings, and paperwork relating to my volunteer position(s).
 - To read and obey all safety rules and regulations that pertain to TAF activities in general. ○ I/my child may be interacting with animals – healthy and sick, big and small, etc. – and may be lifting, carrying, moving, or otherwise engaging in physical labor. If for any reason, I/my child feel we cannot participate in an activity, I/my child will inform the appropriate person.
 - To disclose any physical or psychological limitation that will impact my ability to participate in any TAF activity I/my child are asked to or choose to perform.
 - To treat all TAF staff, volunteers, the animals, property, tools, and equipment with respect and kindness.
 - I/my child will return all TAF property when my volunteer relationship ends.
 - TAF has the right to revoke volunteer privileges at any time for any reason or no reason.
3. **NO COMPENSATION.** I/my child understand that our services are for the private, non-profit, TAF, solely as a volunteer. As such, all Services will be performed without any compensation. I/my child will not and do not expect to be compensated for my services. I/my child are not an agent or contractor for TAF. I/my child agree that I/my child are not and will not become an employee, partner, agent, contractor or principal of TAF upon execution of this Agreement or the performance of the Services associated with this Agreement.
4. **INDEMNIFICATION.** As of the date I/my child first volunteered and at all times during the time I/my child continue as a volunteer for TAF, I/my child agree and hereby do indemnify and hold TAF harmless from and against and in respect of, and shall reimburse TAF for, all liabilities, obligations, damages, fines, penalties, claims, demands, cost, charges, judgment, liens, and expenses, whether founded in tort or in contract, including without limitations, reasonable attorney's fees, which may be imposed upon or incurred or paid by or asserted against TAF by reason of or in connection with my grossly negligent or intentional act or omission in the performance of my/my child's volunteer activities.
5. **PHOTO, VIDEO, AND AUDIO RELEASE.** I/my child understand(s) that as a volunteer of TAF, I/my child may be recorded on film, video, other electronic recorded images, or other media recordings of my name and likeness ("A-V Recordings") for any purpose related to furtherance of the objective of TAF, including use in TAF media properties such as print materials and websites. In particular, I/my child grant TAF permission to copyright and use, reuse, publish, and republish A-V Recordings, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose. Further I/my child understand that all work product that I/my child create in our capacity as a volunteer for TAF will be the property of TAF and that TAF 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/my child will disclose any such work product to TAF and assign all rights thereto to TAF.
6. **RELEASE.** As consideration for being permitted by TAF to participate in activities and provide Services, I/my child hereby agree that we, our assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of TAF for injury or damage resulting in any act, omission, negligence, or other acts, howsoever caused, by any employee, agent, contractor, or representative of TAF as a result of our

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

7. **CONFIDENTIALITY.** During our association with TAF and thereafter, I/my child will keep confidential, refrain from disclosing to others, and use only in the performance of my volunteer duties, all confidential information of TAF that I/my child develop or learn about during the course of my association. I/my child understand that this agreement covers all confidential business and technical information and know-how of or about TAF which is not generally known to persons outside of TAF and which I/my child have not been specifically authorized to disclose or use. Examples of confidential information includes, but are not limited to, information on finances, membership and donors, volunteer performance, research and development, the condition of shelter animals, campaigns, outreach programs and information received from others that TAF has agreed to keep confidential.
8. **I/MY CHILD HAVE READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND THAT I/MY CHILD WILL RELINQUISH ALL CLAIMS OR ACTIONS KNOWN NOW OR IN THE FUTURE AGAINST TAF.** My child or I, as the parent or legal guardian who has agreed below, is/am of legal age and is/am legally competent to sign this Agreement and bind the Volunteer to the terms herein. My child or I, as the parent or guardian agreeing below, is/am freely, willingly, and knowingly signing this Agreement of my own free will, without the influence of a TAF or any third person.
9. **MUTUAL ARBITRATION.** Any claim or controversy, including but not limited to claims for any form of damages, attorney's fees, costs, or any amounts whatsoever that either party to this Agreement may claim that arises out of or relating to this Agreement, its breach, Volunteer's volunteer relationship with TAF, or performance of any Services, will be settled by binding arbitration in the State of Nevada, even if the claim or controversy arises from events that predate this Agreement. The substantive and procedural laws of the State of Nevada shall apply to the arbitration, which will be held either by a mutually agreeable arbitrator or, if an arbitrator cannot be mutually agreed upon, by an arbitrator selected by JAMS, so long as the arbitrator is an attorney licensed in the State of Nevada.
10. **TERM OF AGREEMENT.** I/my child acknowledge and agree that I/my child have read and understand the terms of this Agreement, which are effective as of the first date I/my child perform volunteer Services for TAF, even if it pre-dates the date I/my child sign this Agreement.
11. **SEVERABILITY.** Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition, without in any way invalidating or affecting the remaining provisions of this Agreement.
12. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, or employer-employee.
13. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of laws or principles.

This Waiver shall be binding upon the parties hereto, their heirs, assigns and legal representatives.

By signing or clicking the button below, I/my child agree to this General Release and Agreement.

Name of Legal Guardian (Please print):

Signature:

Email Address: _____

Name of Minor: _____

Name of Appointed Guardian:

Date: _____
