

***Important: Each Volunteer must sign the “Release and Waiver Liability” before working with Shelter Farm. Please read this Release and Waiver of Liability carefully before you sign.***



### **RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (the “Release”) executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (“Volunteer”) in favor of Shelter Farm Sanctuary Corp., a non-profit corporation organized and existing under the laws of the state of Florida, its directors, officers, employees, agents, successors and assigns (“Shelter Farm” herein).

The individual desires to volunteer for Shelter Farm and engage in the activities related to being a volunteer (the “Activities”). I, the Volunteer hereby freely and voluntarily, without duress, execute this Release under the following terms:

- 1. Waiver and Release.** I, the Volunteer release, forever discharge, indemnify and hold harmless Shelter Farm 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 the Activities at Shelter Farm. I, the Volunteer understand and acknowledge that this Release discharges Shelter Farm from any liability or claim that I, or my guardians or successors may have against Shelter Farm with respect to bodily injury, personal injury, illness, death, and/or property damage that may result from the Activities with Shelter Farm, whether caused by the negligence of Shelter Farm or otherwise. It is also understood that Shelter Farm 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, illness, death, or property damage.
- 2. Insurance.** I, the Volunteer understand that Shelter Farm does not carry or maintain health, medical, or disability insurance coverage for any volunteer. I expressly waive any such claim for compensation or liability on the part of Shelter Farm in the event of such injury or medical expense.
- 3. Medical Treatment.** I, the Volunteer hereby release and forever discharge Shelter Farm from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with the Activities with Shelter Farm.
- 4. Acknowledgement and Assumption of Risk.** I, the Volunteer recognize and understand that my time with Shelter Farm may include Activities which may be hazardous to me including, but not limited to, construction activities, use of power tools, use of cutting tools, loading and unloading of heavy equipment and materials, climbing ladders and transportation to and from work

sites. Also, I, the Volunteer recognize and understand that my time with Shelter Farm may, in some situations, involve inherently dangerous activities to me, including but not limited to, bodily injury, sickness, contraction of infectious disease, death to persons, and damage to property. I, the Volunteer further acknowledge and understand that the animals at Shelter Farm may be untrained, aggressive, and unpredictable and that every animal has the potential to bite or damage property. Shelter Farm makes no representations regarding the animals' temperaments, health, abilities, or attitudes whatsoever. These potential dangers are part of and inherent to the Activity I am going to engage in and in some instances the Activities cannot be made safer. As the Volunteer, I hereby expressly assume all risk of injury and/or harm in these Activities and release Shelter Farm from any and all liability of any kind and nature for injury, illness, death, and/or property damage resulting from these Activities. I further assert and agree that I will adhere to all instructions given to me by Shelter Farm.

5. **Photographic and Statement Release.** As the Volunteer, I grant and convey unto Shelter Farm all right, title, and interest in any and all photographic images, video or audio recordings, and statements or writing made by or to Shelter Farm during the Activities with Shelter Farm (the "Materials"), including, but not limited to, any royalties, proceeds, or other benefits derived from such materials. I grant Shelter Farm the unrestricted right and permission to use the Materials for any lawful purpose whatsoever. I waive any right of publicity or privacy I might have with respect to such Materials.

6. **Other.** As the Volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the state of Florida. I agree that in the event that any clause or provision of this 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.

*To express my understanding of this Release, I sign here.*

**Name of Volunteer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Volunteer** \_\_\_\_\_

**Signature Leader/Chaperone (as applicable)** \_\_\_\_\_

**School/Church Organization (as applicable)** \_\_\_\_\_

*If Volunteer under 18 years of age (minor), this Release and Waiver of Liability must also be signed by a parent or guardian.*

**Name of Parent/Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_