



# CITY OF NORRIS, TENNESSEE

## VOLUNTEER WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

### Volunteer(s) Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street and Mailing Address) City State Zip

Phone Number: Home \_\_\_\_\_ Cell: \_\_\_\_\_

Will any child(ren) under the age of 18 be with you at the Shelter?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please state the name(s) and age(s) of child(ren):

Name	Age	Custodial Parent, if not you
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Emergency Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### AGREEMENT

I, \_\_\_\_\_, (Volunteer) on behalf of myself or the above-named child (Minor Volunteer), if applicable, understand this Agreement is binding between the City of Norris (City) and myself in order for me to participate as a Volunteer at the Norris Animal Shelter (Shelter) and understand that my services are provided on a strictly volunteer basis. I shall receive no pay, benefits, or compensation of any kind from the City for the Volunteer activities at the Shelter. I also agree to provide animal care in strict compliance with the policies and procedures of the City or the Norris Animal Shelter Commission (Commission) as a governmental unit of the City.

**Please write your initials on each line after reading and agreeing to it.**

\_\_\_\_\_ I understand that in the course of participating as a Volunteer in activities at the Shelter I will have direct contact with domestic animals and that the behavior of domestic animals is sometimes unpredictable and that some domestic animals are capable of inflicting serious personal injury as well as extensive property damage. I also understand that there are diseases that can be transmitted between animals and people. If I have questions or concerns about such injuries or diseases, I will consult my healthcare provider. Knowing the risks of handling domestic animals, I agree to assume those risks and to release, indemnify and hold harmless the City, its officers, representatives, agents, employees or other governmental unit from all liability for any and all loss or damage and any claims or demands therefore on account of injury to the person or property or resulting in death of the undersigned, which may occur during use of, in preparation for, or in transit to or from the Shelter. This waiver applies to any negligent act or omission, and to any intentional act intended to promote my safety or well-being. I hereby agree to indemnify and save and hold harmless the City from any loss, liability, damage or cost they may incur due to the presence of the undersigned whether cause by negligence of the City or otherwise. I hereby agree to assume full responsibility for and risk of bodily injury, death or property damage due to the negligence of the City or otherwise.

\_\_\_\_\_ I understand the activity of working with the animals housed at the Shelter is hazardous and involves contact with animals that are unpredictable. I understand that the following are some, but not all, of the risks associated with working with Shelter animals:

- Bites or scratches from animals
- Being knocked down or pulled by animals
- Slips/trips/falls resulting from wet floors, equipment or animals
- Hitting heads or objects such as cage doors, kennel walls, etc.
- Water and cleaners sprayed in eyes
- Flea/tick bites or ring worm infestation
- Internal or external parasites
- Human illness contracted from animals
- Animal illness exposure to animals at home
- Injuries related to lifting animals, food or equipment
- Injuries caused by equipment
- Exposure to cleaners, latex, bleach, parasite control products
- Loss of personal property
- Any type of damage to car or property while parked at the property housing the Shelter
- Damage to clothing from animals, cages, chemicals, etc.

\_\_\_\_\_ I, my heir(s), executor(s), and administrator(s) agree to hold harmless the City against any and all manner of legal action, such as lawsuits, debts, claims, liability, or medical treatment of any kind incurred while I am providing volunteer services at the Shelter.

\_\_\_\_\_ I represent and warrant that I am physically and mentally fit to safely work with domestic animals at the Shelter. Should an accident or other medical emergency occur while participating in activities at the Shelter or on the City's property which houses the Shelter, and I, the City, or anyone acting on behalf of

the City is unable to timely reach my Emergency Contact(s) for medical authorization(s), then I hereby give consent for the City, or anyone acting on its behalf, or other volunteers to authorize medical treatment.

\_\_\_\_\_ I agree to provide animal care in strict compliance with the policies and procedures of the City and Commission, including, but not limited to, providing adequate water, shelter, safe containment and humane treatment for the animal(s) at all times; notifying the Commission and/or City of any major change in an animal's health or loss; and I agree that veterinary care will NOT be provided by me without the notification and authorization of the Commission and/or City.

\_\_\_\_\_ I understand and agree that the animal(s) housed at the Shelter is/are the exclusive property of the City.

\_\_\_\_\_ I understand that any breach of the conditions of this Agreement may result in immediate termination of this Agreement.

\_\_\_\_\_ I understand that this Release, Waiver, and Agreement, and all terms and conditions herein contained, are governed by the Norris City Ordinance, Chapter 2, Dogs and Cats.

### **Photographic, Video & Digital Image and Voice Recording Release and Waiver of Liability**

\_\_\_\_\_ I hereby grant permission to the City to use and publish my name or the name of the Minor Volunteer, and any and all photographs, video, or digital images taken of me or my likeness, or of the Minor Volunteer, and any recordings of my voice or the Minor Volunteer's voice, that have been made in connection with participation in Shelter activities and events ("the images and voice"), for use in the furtherance of their mission, including but not limited to, for use in any and all print or electronic publications that promote the Shelter and Shelter activities and events.

\_\_\_\_\_ I agree that the City, the Commission, employees, agents, officers, contractors, affiliates, volunteers, and any third parties involved in the creation of Shelter print and electronic publications may use the images and voice at their sole discretion in furtherance of Shelter and Shelter activities and events. I hereby grant the City all rights in the images and voice, which rights include, but are not limited to, copyrights, and the right to receive any and all royalties, proceeds or other benefits (monetary or otherwise) derived from the use of images and voice. I understand that this document includes my permission for the City to freely use the images and voice and that I will receive no financial compensation for such use by the City.

\_\_\_\_\_ By signing this document, I agree to release, forever discharge and hold harmless the City, the Commission and its agents, directors, officers, members, employees, or other volunteer workers and any third parties involved in the creation of Shelter print and electronic publications from any reasonable expectation of privacy, confidentiality that I might associate with the images and voice; and any and all liability claims, demands, or causes of action of whatever kind, in law or equity, associated with the use of the images and voice in the furtherance of the Shelter.

\_\_\_\_\_ I understand that I may refuse to be photographed, and that such refusal shall not change my status as a Volunteer.

\_\_\_\_\_ This Agreement is the entire Agreement between the Parties and supersedes any prior understandings between the Parties with respect to the subject matter of this Agreement. No modification of this

Agreement will be valid unless in writing duly signed by both Parties. This Agreement is binding upon the Parties, their officers, employees, heirs, assigns, successors, personal representatives or executors.

I HAVE CAREFULLY READ THE FOREGOING, AND I UNDERSTAND THAT TOGETHER THEY CONSTITUTE A DISCLAIMER OF LIABILITY AND A RELEASE OF ALL THE CLAIMS BY ME. I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT IN MY DECISION TO FOSTER THE ANIMAL FROM THE CITY. I VOLUNTARILY SIGN BELOW TO EVIDENCE MY ACCEPTANCE OF THE ABOVE PROVISIONS.

**VOLUNTEER:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Minor Child(ren) Name(s) and Age(s):**

<b>Name</b>	_____	<b>Age</b>	_____
<b>Name</b>	_____	<b>Age</b>	_____
<b>Name</b>	_____	<b>Age</b>	_____
<b>Name</b>	_____	<b>Age</b>	_____

**CITY OF NORRIS:**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_