

VOLUNTEER AGREEMENT AND RELEASE

I understand that volunteering at Humane Society Silicon Valley (HSSV) may require me to come in contact with animals, and that there are risks associated with my volunteer activities, including but not limited to dog or cat bites and/or scratches. I assume the risks and accept personal liability for any damages that might occur as a result of my volunteer activities with HSSV. I release HSSV, its officers, directors, employees, agents, and volunteers (Released Parties), from any and all claims I may have, or which may hereafter accrue to me, against Released Parties for personal injury, including death, as well as all property damage or loss, arising out of my volunteer activity with HSSV.

I hereby agree to indemnify, defend and hold harmless HSSV, Petco, PetSmart, PetSmart Charities and PetSmart Charities of Canada, their officers, directors, employees, agents, and volunteers, from and against all claims and demands whatsoever that may arise out of my volunteer activities.

I agree that if I volunteer to transport any HSSV animal(s) in my personal vehicle for any purpose, I will 1) maintain at least the State-required minimum amounts of automobile insurance on the vehicle, and 2) release, indemnify and hold HSSV harmless from any claims arising from and/or related in any way to any HSSV animal's presence in my vehicle.

I acknowledge and understand that as a volunteer of HSSV I am not covered by HSSV's Workers' Compensation or any other insurance policy for any damages or injuries I may sustain during my volunteer activities. (If I am an employee of HSSV, I understand that fostering is a voluntary activity and not part of my work-related duties. Therefore, I am not covered by HSSV's Workers' Compensation insurance policy for fostering activities.)

I hereby agree that the photographs and/or video images taken of me and my pet (or shelter animal) may be used in perpetuity by the Humane Society Silicon Valley for the purposes of publicity, education, fundraising, or otherwise promoting the mission and activities of the Society. I understand that I will receive no name recognition or monetary compensation for the use of said photograph(s) and/or video footage, to be used either in print or on the HSSV website and that this agreement will remain binding and have legal effect regardless of whether my association with the Humane Society Silicon Valley continues.

Further, I specifically agree as follows:

1. That all shelter animals are the property of HSSV and shall not be sold, given away, or adopted out without prior approval of authorized personnel.
2. To keep all HSSV information in strict confidence at all times and to not create a third party web site that mimics any portion of HSSV's site.
3. To fulfill the duties listed on my Volunteer Job Description promptly, professionally, and reliably.

4. To arrive promptly for scheduled volunteer assignments and to provide advance notice to my department supervisor or the Manager of Volunteer programs if I will be late or absent.
5. To adhere to the HSSV volunteer dress and grooming policy.
6. To accept the guidance, evaluation, and decisions of the Manager of Volunteer Programs and/or department supervisor and to treat HSSV personnel and other volunteers with respect at all times.
7. To report in writing to my immediate supervisor or the Manager of Volunteer Programs any conditions which I feel are unsafe, such as slipping and tripping hazards, inadequate lighting, vehicles in poor conditions, frayed electrical cords, etc.
8. To report to my immediate supervisor or the Manager of Volunteer Programs any injury that occurs during volunteer service, and to complete an Incident Report describing the injury or incident, whether I witnessed or experienced it during my volunteer service.
9. To keep an accurate record of all my Volunteer hours worked in the Volunteer Log.
10. To use the HSSV location and equipment appropriately and only at authorized times.
11. To provide the Manager of Volunteer Programs with any change of my personal information, such as name, address, phone, or employer.
12. To participate in all volunteer meetings and agency meetings as approved by the Manager of Volunteer Programs.
13. To provide the Manager of Volunteer Programs with at least two weeks' notice should I decide to suspend or discontinue my volunteer service.

I understand that this Volunteer Agreement and Release is binding on my heirs, assigns and legal representatives. This Volunteer Agreement and Release form is executed by me voluntarily and without reliance upon any representation by any person.

 Volunteer's Printed Name

 Volunteer's Signature

 Date

 Coordinator, [Volunteer Programs]

 Date