



HUMANE SOCIETY
OF TRUCKEE-TAHOE
VOLUNTEER AGREEMENT

Terms and Conditions

In signing this application, I understand and agree to the following:

- I agree to abide by **the policies and procedures** presented to me during the course of my volunteer activities. I understand that I am responsible for **reviewing *all the materials*** given to me at orientations and trainings. I understand and agree these policies are in place to protect me, the Humane Society of Truckee Tahoe (HSTT), HSTT staff, other volunteers and our animals.
- I understand that the goal of volunteering is to engage and educate the public on the mission & philosophy of HSTT, and my actions should always further this goal. I understand that I can and should always seek guidance if I am ever unclear about the mission, philosophy or practices of HSTT.
- I authorize the Humane Society of Truckee-Tahoe (HSTT) to seek **emergency medical treatment** in case of accident, injury, or illness. If I am injured while acting as a volunteer, I am not covered by the Humane Society of Truckee-Tahoe's insurance carrier. I understand and agree that, should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
- I understand that if I am **injured** while acting as a volunteer that I am not covered by California state workers' compensation law.
- I understand that HSTT welcomes & relies upon volunteer feedback. If I am ever in disagreement with any philosophy, policy or practice of HSTT, I agree to use the appropriate, established communication channels to share my concerns or feedback in order to eliminate miscommunication or redundant efforts. The channels are, in order:
 - 1) Communicate first with either the Volunteer Manager or other HSTT staff person;
 - 2) If you feel your concern was not addressed at this level, you should then communicate it directly to the HSTT Executive Director;
 - 3) Finally, if your concern remains unaddressed, you should bring it to the HSTT Board of Directors.
- I agree that as an HSTT volunteer, I represent HSTT, and I promise not to engage in any activity - whether physical, verbal or written - that may cause harm to the reputation of HSTT. I agree to be a role model for the humane treatment of animals, at home as well as while volunteering with the shelter animals and at HSTT events.
- I understand that HSTT records and discussions regarding previous and new pet owners are to be kept **confidential**.
- I understand that if I am bitten or witness a bite, it is my responsibility to report the bite immediately to the Town of Truckee Animal Services and HSTT (to either the Volunteer Manager or the Animal Programs Manager). It is the law to report any bites where the skin may be broken. Failure to report may result in immediate termination from HSTT's volunteer program.
- I hereby grant HSTT permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken by or made on behalf of HSTT. I agree that HSTT has complete ownership of such media, including the entire copyright, and may use them for any purpose consistent with HSTT's mission or

promotional needs. I agree that I shall not receive any compensation for the use of such media and hereby release HSTT, its agents and assigns, from any and all claims that arise out of or are in any way connected with such use.

- I agree to accept supervision and support from the HSTT staff and understand that they will provide me with feedback to insure my safety or to help me perform my volunteer duties most effectively.
- I agree to conduct myself in an appropriate and professional manner while volunteering for HSTT, following & publicly supporting HSTT philosophies, policies and practices.
- I understand that failing to observe the above terms and conditions along with the policies and procedures of HSTT could result in my immediate dismissal from the volunteer program.

Volunteer Release and Indemnity Agreement

- I UNDERSTAND THAT volunteering for HSTT may include the handling of and close proximity to animals, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. By signing this Agreement, I am indicating that I fully understand and am aware of the risks referred to above without limitation and that, after consideration of those risks, I assume the risks and wish to participate in these activities without imposing any risk of liability on HSTT.
- **RELEASE AND WAIVER OF LIABILITY: BEING FULLY INFORMED AND AWARE OF THE RISKS AND IN CONSIDERATION OF HSTT ALLOWING MY PARTICIPATION IN THESE ACTIVITIES, UNDER THE TERMS SET FORTH HEREIN, I, THE VOLUNTEER, FOR MYSELF AND ON BEHALF OF MY CHILD AND/OR LEGAL WARD, HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO AGREE TO HEREBY RELEASE HSTT, ITS AGENTS, EMPLOYEES, PERSONNEL, OFFICERS/DIRECTORS, PREMISES OWNERS, AND INSURERS FROM ANY AND ALL LIABILITY DUE TO HSTT'S NEGLIGENCE. AND I DO FURTHER AGREE THAT EXCEPT IN THE EVENT OF HSTT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I SHALL BRING NO CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND/OR LITIGATION, AGAINST HSTT AND/OR ITS ASSOCIATES AS STATED ABOVE IN THIS CLAUSE, FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, SUSTAINED BY ME AND/OR MY MINOR CHILD OR LEGAL WARD IN RELATION TO THE PREMISES, SERVICES AND OPERATIONS OF HSTT AND/OR RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION, WHILE VOLUNTEERING, HANDLING, OR OTHERWISE BEING NEAR ANIMALS OWNED BY OR IN THE CARE, CUSTODY AND CONTROL OF HSTT.**
- **Waiver of California Civil Code Section 1542:** Further, I am advised that California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of California Civil Code §1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected. _____ Initials

- This Agreement is governed by and shall be construed in accordance with the terms of the State of California without regard to any rules governing conflicts of laws. The parties agree to submit to the jurisdiction of the County of Nevada, State of California courts for all purposes relating to the terms

and conditions herein. If any clause, phrase, or word is in conflict with state law, then that single part shall be severed and the remaining agreement shall be interpreted according to the parties' intent as stated herein.

INDEMNITY / LIABILITY RELEASE BY PARENT OR LEGAL GUARDIAN OF MINOR CHILD OR LEGAL WARD (of volunteers under 18 years of age):

- I, _____, the parent/legal guardian of _____, consent to her/his participation as a volunteer with the Humane Society of Truckee-Tahoe (HSTT). We acknowledge that the activities that s/he will participate in may include, but are not limited to, the handling of animals. We, on behalf of ourselves and the minor volunteer, take responsibility for and expressly assume any and all risks associated with the minor volunteer's participation in HSTT activities
- In acknowledgement that a parent by law cannot waive the personal injury rights or other claims of her/his minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify HSTT, and all of its agents and assigns as stated above, from any loss, claim, action, demand, liability or expense (including HSTT's reasonable attorney fees and costs) arising in connection with this Agreement brought on behalf of said minor child or legal ward, and not caused by HSTT's gross negligence or willful misconduct.

All HSTT volunteers and parents or legal guardians must sign below after reading this document:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE, INDEMNITY AND ASSUMPTION OF RISK.

Signature of Volunteer Date

Printed Name of Volunteer

Signature of Parents/Legal Guardians if Volunteer is a Minor Date

Printed Name of Parents/Legal Guardians if Volunteer is a Minor

Full Address: City, State, Zip

Primary Phone Number

Emergency Contact Name and Phone Number

HUMANE SOCIETY OF TRUCKEE-TAHOE

10961 Stevens Lane 🐾 Truckee, California 96161 🐾 phone (530) 582-2472, Fax (530) 582-1103