



VOLUNTEER RELEASE AND WAIVER OF LIABILITY AGREEMENT

Judith A. Bassett Canid Education and Conservation Center ("JABCECC") is a California nonprofit public benefit corporation that operates a federal and state licensed education and conservation facility dedicated to providing educational seminars that promote conservation efforts for canids. This Volunteer Release and Waiver of Liability Agreement ("Release and Waiver") is entered into by and between JABCECC and the undersigned volunteer ("Volunteer"), effective on the date written below. In consideration of JABCECC permitting Volunteer to volunteer at JABCECC, including without limitation, during interactive education programs and events, animal encounters, photoshoots, and/or ambassador animal walks and hikes at its facility and/or at its off-site events, as well as volunteering services associated with the maintenance, grounds-keeping, administration, and operations of JABCECC (the "Activity"), Volunteer agrees, on Volunteer's behalf and on behalf of Volunteer's heirs, guardians, beneficiaries, legal representatives, successors and assigns, to the following:

1. Volunteer Services; Conduct. Volunteer freely and voluntarily applied to participate in volunteer activities at JABCECC. Volunteer certifies that he or she is at least eighteen (18) years of age. Volunteer agrees that all services Volunteer provides are charitable in nature and entirely voluntary, and that there will be no compensation of any kind for the performance therefor. Volunteer understands and accepts that Volunteer is not an employee of JABCECC and Volunteer is responsible for his or her own medical insurance coverage in the event of personal injury or illness as a result of participating in the Activity. Volunteer agrees to maintain a professional demeanor and to treat all animals and other volunteers, staff, and guests of JABCECC with respect while volunteering at JABCECC. Volunteer promises that he or she shall not tease or chase any animals while participating in the Activity.

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2. Representation of Ability to Participate. Volunteer represents that he or she is in satisfactory physical condition and has no medical condition that would prevent Volunteer from participating in the Activity. Volunteer understands that because Volunteer may be handling animals, it is important to be current on his or her vaccinations. Volunteer affirms he or she has had the opportunity to ask any questions he or she may have regarding the Activity. Volunteer understands his or her physical limitations and is sufficiently self-aware to stop physical activity before Volunteer becomes ill or injured. In the event of an accident, and at Volunteer's sole expense, Volunteer hereby authorizes medical care and treatment, including transportation to a hospital or medical facility.

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3. Acknowledgement and Assumption of Risks. Volunteer acknowledges and understands that the Activity may involve a certain degree of risk of personal injury and damage to personal property. Such injuries or accidents may be caused by, without limitation, another volunteer or other third party; conditions caused by weather, temperature, terrain, or vehicular traffic; the presence of obstacles and obstructions upon or under the terrain and other natural or man-made conditions; and/or working with heavy tools and materials. Volunteer further understands that he or she may be in contact with and/or in close proximity to animals during the Activity. Volunteer further understands that the animals include undomesticated animals, which can be dangerous. Volunteer acknowledges that all animals, even under the best of circumstances, may be unpredictable, may bite or scratch, and may transmit zoonotic diseases. Volunteer further acknowledges that there are unique risks, hazards, and inherent dangers associated with the Activity and coming into contact with such animals, including but not limited to bites, scratches, slips, trips, falls, parasites, infection, illness, physical injuries, loss or damage of personal property, or even death. Volunteer acknowledges that he or she is fully aware of the risks, hazards, and dangers involved and voluntarily chooses to participate in the Activity. Volunteer fully accepts and assumes all such risks and all responsibility for losses, costs, and damages that may result from the Activity, including interaction with such animals.

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4. Release. Volunteer hereby releases, acquits, covenants not to sue and therefore discharges JABCECC, its officers, directors, administrators, employees, instructors, volunteers, and/or agents, as well as any other individual, entity, or sponsor affiliated with the Activity (collectively "Released Parties") of and from any and all actions, and knowingly, voluntarily, and expressly waives any claim Volunteer may have against the Released Parties for any injuries or damages (known or unknown), property damage or loss of any kind, including death, whether such injury, damage, loss, or death was caused by the alleged negligence of JABCECC, another volunteer, or any other person or cause, which Volunteer may sustain as a result of participating in the Activity.

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5. Indemnification. To the fullest extent permitted by applicable law, Volunteer further voluntarily defends, indemnifies, and holds harmless the Released Parties from and against any liability, for any and all claims, judgments, damages, demands, liabilities, causes of action, settlements, losses, costs, offsets, expenses, and recoveries for any amounts due,



of any kind or nature whatsoever, including attorneys' and experts' fees, that Volunteer or any third party may now or hereafter have against the Released Parties, arising in any way as a result of or in connection with Volunteer participating in the Activity, including, without limitation, for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by Volunteer or any other person, whether such accident, injury, illness, death, loss, or damage was caused by the alleged negligence of JABCECC, another volunteer, or any other person or cause.

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6. Media; Publicity; Photo Policy. Volunteer acknowledges and authorizes JABCECC, and any transferee or licensee of JABCECC, to use Volunteer's likeness, including but not limited to Volunteer's name, photograph, voice, video, recording, image, and biographical information ("Likeness"), including any references or records of the Activity that may include Volunteer's Likeness, in any and all of JABCECC's media, including but not limited to printed and digital publications, recordings, promotional and marketing materials, websites, and social media. Volunteer agrees and understands that any materials using Volunteer's Likeness will become JABCECC's property and will not be returned. Volunteer agrees and irrevocably authorizes JABCECC to edit, alter, copy, publish, or distribute any materials using Volunteer's Likeness for any lawful purpose throughout the world in perpetuity. Volunteer agrees and waives any rights to royalties or any other compensation related to JABCECC's use of Volunteer's Likeness. Volunteer agrees to hold harmless and forever discharge JABCECC from all claims, demands, and causes of action that Volunteer may have in connection with this authorization. Unless there is another agreement to the contrary, Volunteer further acknowledges that all photographs and video taken by Volunteer at the JABCECC facility or of JABCECC animals are for personal use only and not to be used for professional promotion, distribution, gain, or any other commercial purposes.

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7. Severability. Volunteer expressly agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. Compliance. Volunteer agrees to comply with all applicable federal, state, and local laws, ordinances, and regulations governing the care of JABCECC's animals and JABCECC's facility. Volunteer further agrees to comply with all JABCECC rules, policies, practices, and procedures. Volunteer shall not be permitted to participate in the Activity if he or she fails to comply with the provisions of this paragraph.

9. Governing Law. This Release and Waiver is governed by the laws of the State of California, and exclusive jurisdiction shall be in San Diego County, California. This Release and Waiver shall be binding on the Volunteer's assignees, heirs, next of kin, executors, and personal representatives.

VOLUNTEER REPRESENTS THAT HE OR SHE HAS CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THIS RELEASE AND WAIVER. VOLUNTEER IS EXECUTING THIS RELEASE AND WAIVER VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. VOLUNTEER ACKNOWLEDGES HE OR SHE HAS HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING THE ACTIVITY AND THE ANIMALS INVOLVED. VOLUNTEER UNDERSTANDS THAT THIS IS A RELEASE OF LIABILITY AND THAT VOLUNTEER WILL BE FOREVER PREVENTED FROM SUING OR OTHERWISE MAKING ANY CLAIM AGAINST JABCECC, OR ITS OFFICERS, DIRECTORS, ADMINISTRATORS, EMPLOYEES, INSTRUCTORS, VOLUNTEERS, AND/OR AGENTS WITH RESPECT TO ANY CLAIMS HEREBY RELEASED.

Volunteer's Name:			
Mailing Address:			
City/State/Zip:			
Cell Phone:		Home Phone:	
Email:			
Emergency Contact Name:			
Emergency Contact Phone Number:			
<div>X _____ Volunteer's Signature</div> <div>_____ Date</div>			