

Volunteer Release and Waiver of Liability

This waiver is only for volunteers who are not employed by the Humane Society of the United States or one of its affiliates.

This Volunteer Release and Waiver of Liability (this “Release”) is executed as of the date of the signature below in favor of the Humane Society of the United States, a not-for-profit corporation organized and existing under the laws of the State of Delaware, and its affiliates, directors, officers, employees, volunteers and agents (collectively, “HSUS”). I understand that this Release is a binding contract between me and HSUS and that it waives legal rights I may have now or in the future.

I have applied to volunteer for HSUS and voluntarily chosen to engage in activities related to being its volunteer as described in my Volunteer Position Description(s) (the “Activities”). I understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I understand that, depending on my volunteer role, the Activities may be inherently dangerous and may expose me to hazardous or dangerous elements, including but not limited to:
 - Covid-19 and other infectious diseases.
 - Risks associated with driving, such as accidents and associated injuries and property damage.
 - Contact with unpredictable, live domestic and wild animals and insects, who may carry rabies or other zoonotic diseases.
 - Noxious gases, needles and pharmaceutical drugs as used in veterinary practice.
 - Elements of the outdoors, including but not limited to extreme weather conditions, poisonous plants and/or uneven terrain.
 - Heavy lifting and/or heavy machinery.
 - And/or other unforeseen hazards.

I understand that these elements will expose me to risks, including but not limited to sickness or disease, serious bodily injury, permanent disability or paralysis, loss of life, accidents or death. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, expense, damage or loss that I may incur as a result of my participation in the Activities.

2. Medical Treatment. I hereby give consent and authority to HSUS to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation. I hereby release, forever discharge and hold HSUS harmless from any claim whatsoever in connection with such treatment or other medical services.
3. Release and Waiver. I hereby fully and forever release, discharge and hold HSUS harmless from, and expressly waive, any and all liability, claims and demands of whatever kind or nature, either in law or in

equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against HSUS, and fully and forever release and discharge HSUS from liability under such claims or demands. If my volunteer work involves contact with equines, I waive the right to bring an action against HSUS as equine activity sponsor or its staff as equine professionals for any injury or death arising out of riding, training, driving, grooming or riding as a passenger upon an equine.

I UNDERSTAND THAT THIS RELEASE DISCHARGES HSUS FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF HSUS OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT HSUS 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 OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that workers' compensation insurance is not available to volunteers and that HSUS does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of HSUS in the event of any injury or medical expense.

5. Indemnification. I hereby agree to indemnify, defend and hold HSUS harmless from any and all liability, losses, damages, judgments or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.
6. Photographic Release. I understand and agree that during the Activities, I may be photographed, videotaped and/or recorded by HSUS. I hereby grant and convey to the HSUS all right, title and interest, including but not limited to, any royalties, proceeds or other benefits, in any and all such photographs, videos or recordings, and consent to HSUS's use of my name, image, likeness and voice in perpetuity, in any medium or format, for any reason, without notification or compensation to me. I understand that such photographs, videos or recordings are the property of HSUS and waive any right I may have to inspect and/or approve such materials which may be granted under local, federal and/or international law. I also waive any action in torts, including but not limited to libel, slander or invasion of privacy, or any other action associated with the use, reproduction or exhibition of the above-mentioned photographs, videos or recordings under local, federal and/or international law.
7. Driving. I understand that, depending on my volunteer role, I may be asked to drive on behalf of the organization (for example, to run business-related errands). I agree to submit to a background check prior to driving on behalf of the organization. I understand that I am not required to drive for the organization and can decline the request if I am not comfortable taking a driving assignment. If I am cleared to drive on behalf of the organization, I also agree to the following:
 - I attest that I am in compliance with any insurance requirements in my state of residence related to auto coverage.
 - I will notify my supervisor immediately (within 24 hours) should I be involved in an accident; receive a ticket for a traffic/driving violation—including a photo ticket; and/or have my driver's license and/or insurance suspended or revoked.



8. Miscellaneous. I hereby agree that this Release, my Volunteer Agreement, my Volunteer Position Description(s), and, if applicable, my Essential Capabilities document represent the full understanding between HSUS and me and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. I agree that the rights I waive and agreements I make herein apply equally to me and to my heirs, successors, assigns, guardians and legal representatives. I agree that none of those individuals may make any claim or take any action that I could not make or take myself. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Release.

9. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

10. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the District of Columbia, without reference to any choice of law doctrine.

BY SIGNING, I CERTIFY THAT I AM COMPETENT TO SIGN THIS RELEASE AND THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND I ACKNOWLEDGE THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Date of Birth: _____

Date: _____

Parent or Guardian to complete the section below if Volunteer is under 18:

BY SIGNING BELOW, I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE, THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, AND THAT I HAVE THE LEGAL RIGHT TO CONSENT TO AND HEREBY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE.

Signature of Parent or Guardian if under 18: _____

Name of Parent or Guardian if under 18 (please print): _____

Name of Volunteer: _____

Date: _____