

• |

## VOLUNTEER AGREEMENT WAIVER AND RELEASE

**American Bullmastiff Association Inc., Rescue Service**

**PO Box 300, Templeton, MA 01468**

[blackslate@aol.com](mailto:blackslate@aol.com)

**Phone: 978 424 1044 Fax: 978-939-5300**

### THIS IS A LEGAL CONTRACT – PLEASE READ CAREFULLY

I have been offered the opportunity to act as a volunteer for the American Bullmastiff Association Inc. (referred to as “ABA” or “ABARS”), a 501(c)7 New York not for profit corporation. I want to participate in the Rescue Service committee of the ABA as a volunteer because it gives me pleasure and satisfaction to be personally involved in animal rescue. I fully understand the risks associated with handling and being in the vicinity of dogs and other animals, particularly animals which may be ill, injured, neglected or abused, and I voluntarily assume those risks.

As consideration for being provided this opportunity, I agree as follows:

1. **I accept the risks.** On behalf of myself and my heirs, assigns, executors and administrators, I hold harmless and indemnify the ABA, its directors, officers, agents, volunteers and employees, from any and all losses, claims, actions or proceedings of every kind and character, including claims for negligence and for damages of any kind, including damage to property, personal injury or death to me or to third parties which may arise directly or indirectly from my presence at properties controlled by the ABA, my handling or being in the vicinity of animals, or my participation in ABA activities. Since I am not an employee of ABA, I understand that there is no worker’s compensation or insurance coverage for any injury, illness, loss or damage arising out of my volunteer activities. Each volunteer is required to have homeowner’s or renter’s insurance including liability coverage while serving as a volunteer. My homeowner’s or renter’s liability insurance provider is \_\_\_\_\_. The ABA encourages all volunteers to maintain their own medical and life insurance coverage while serving as a volunteer, as all costs for injury or loss are my personal responsibility.
2. **I will follow the rules.** I will abide by all policies, procedures and instructions as adopted by the ABA, and as they may change from time to time.
3. **I will make no public statements or contracts.** I have no authority and will not make public statements on the ABA’s behalf, including posts on social media. I will not adopt out animals except in compliance with ABA’s procedures. I will not enter into contracts for ABA, or otherwise obligate ABA in any way.
4. **I am not an animal cruelty or violent offender.** I have never been charged with or convicted of any offense related to cruelty, abuse, neglect or abandonment of animals, or any other violent or sexual criminal offense regardless of whether it is related to animals.
5. **I will keep ABA information confidential.** I will not disclose, or authorize or permit anyone else to disclose any information relating to the operation of ABA, or its business or financial condition, including but not limited to its policies, practices, financial records, business records, donor lists, personnel documents, minutes, books, recordings, photographs, videos, computer data or information, or copies of any of the foregoing. Such information

is referred to as "Confidential Information." This restriction shall apply even after am no longer acting as a volunteer for ABA for any reason. I will not remove Confidential Information from ABA premises without prior authorization.

6. **Volunteers can be terminated.** The ABA may terminate my volunteer activities at any time, with or without cause. Upon termination, or upon my voluntary resignation, I will immediately return all animals, equipment, records and other property owned by ABA. I will not keep any information relating to ABA on my computer or any other electronic storage device. Such information shall be deleted or otherwise destroyed immediately after I cease being a volunteer for ABA. I understand that I am not entitled to any compensation for my work with the ABA, nor am I entitled to compensation for being terminated from my volunteer position.
7. **Reimbursement policy.** I will be ***only*** be entitled to reimbursement for out-of-pocket expenses when I have previous written permission from the ABARS Committee, and can provide receipts as proof for each expenditure. Otherwise, I will be personally responsible for any expenditure I make while volunteering for the ABA. Anything I purchase and any service I arrange or provide for the ABA shall be considered a donation to the organization.
8. **Publicity.** I support the ABA's mission, therefore I irrevocably grant permission to ABA to use any photograph, video, sound recordings or quote taken of or made by me relating to my volunteer activities with ABA without compensation.
9. **Remedies.** ABA may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement. ABA's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. I agree that ABA's remedies at law for any violation of the terms of this Agreement are inadequate and that ABA shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which ABA may be entitled, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. ABA's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
10. This Agreement constitutes the entire understanding between the parties. This Agreement shall be construed according to Ohio law. Venue for any action arising out of this Agreement or any incident relating to my involvement with the ABA shall be in a court with jurisdiction over the primary place of business of the ABA in Sharon Township, Medina County, Ohio. This Agreement may not be amended or modified without a writing signed by both parties.

Date: \_\_\_\_\_

Volunteer's

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

Print volunteer's name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_