

**100PlusAnimal Recue, Inc.**  
**Agreement and General Release for Volunteers**

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

Thank you for offering your time to volunteer with **100PLUSANIMALRESCUE, INC.,**  
d/b/a **100+ Abandoned Dogs of Everglades Florida.**

Please read through the agreement, complete the form and return it to us in person or to our office's mailing  
address: **300 E. Oakland Park Blvd, #401, Wilton Manors, FL 33334**

Name ("I") \_\_\_\_\_

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

Best Phone: \_\_\_\_\_ Best E-Mail: \_\_\_\_\_

Driver License Number: \_\_\_\_\_ DL State: \_\_\_\_\_

**1. Voluntary Acknowledgement and Participation.** I acknowledge that I have voluntarily agreed to serve as a volunteer for 100PLUSANIMALRESCUE, INC., d/b/a 100+ Abandoned Dogs of Everglades Florida (hereinafter referred to as "100+"), a nonprofit corporation organized under the laws of the State of Florida. I am referred to as a "volunteer". I offer to perform as a volunteer of my own volition. No one has demanded that I participate in any activity with 100+.

**2. Nature and Scope of Services.** As a volunteer, I will be contributing my time and effort to various programs of 100+ and may be performing a wide range of services. I will perform the services as assigned by an officer, director, employee or another volunteer of 100+. In the course of performing the services, I agree:

- a. To complete all required orientation, training, and paperwork relating to my volunteer position(s), including, without limitation, keeping my Volunteer Information and personal data up to date with 100+ at all times.
- b. To disclose any physical or psychological limitations to appropriate staff before participating in any activity or continuing to participate in any activity should a limitation arise during participation. Since I may be interacting with animals, healthy and sick, big and small, and may be lifting, carrying, moving, or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform an officer or director of 100+ immediately of any such limitations.
- c. To read and to obey all safety rules and regulations.
- d. To treat all 100+ staff, volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all 100+ property when my volunteer relationship ends.
- e. Not to use, distribute, or publish any of 100+'s proprietary materials or documents; including, but not limited to, logos, trademarks, copyrights, web materials, forms, or name facilities; and not to represent myself as an agent or spokesperson for 100+ without express written permission from the executive offers of 100+.
- f. The Section shall survive the termination of this Agreement.

**3. No Compensation.** I agree to provide my services without compensation. I will not be compensated for my efforts, nor am I an agent or contractor for 100+. I agree that I am not and will not become an employee, partner, agent, contractor or principal of 100+.

**4. Responsibility for My Own Acts and Omissions; Insurance.**

a. I hereby agree to be legally and financially responsible, and will indemnify and hold 100+ harmless, for my own acts and omissions relating to the service I am voluntarily providing to 100+, and for anything that may happen to me.

b. I acknowledge that I am responsible for providing my own medical, liability, and auto insurance during my volunteer service. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating volunteering, and to the extent I do not, I agree to bear the costs of such injury or damage myself.

c. I further certify that I have no medical or physical conditions that could interfere with my safety, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

d. I understand that I am not covered by worker's compensation nor insured by 100+ during the performance of my volunteer duties and tasks, including when driving a vehicle or handling or transporting an animal.

e. I understand that because I may handle and/or come in contact with animals, it is important to discuss being vaccinated against tetanus with my physician.

f. This Section shall survive the termination of this Agreement.

**5. Assumption of Risk. I am voluntarily participating in volunteer activities of with full knowledge of the risks and dangers involved and hereby agree to accept any and all risks of injury, death, or damage to myself and/or my personal property.**

As a volunteer, I may come into contact with and interact with animals, and such work entails risk of personal injury due to proximity of animals, dangerous equipment, long-distance driving, the extreme nature of the Everglades, and other considerations. These include, but are not limited to, being bitten, clawed, mauled, scratched, or tripped, pulling or spraining muscles, breaking bones, and being exposed to disease such as rabies and tick-borne Lyme diseases, allergies and bacterial and fungal infections. Rescue settings in general may carry additional risks, including, without limitation, the malfunctioning of equipment, receipt of First Aid and/or emergency treatments, risks associated with the consumption of food and beverages during the rescue, and the unpredictable actions of others not under the control of 100+ and of wild and domesticated animals.

**6. Background Information and Verification.** I represent and warrant to 100+ that I have never been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having been previously convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversation, misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor or relating to animal cruelty within the last 10 years. I hereby irrevocably authorize 100+ to verify the accuracy of this presentation and all other information that I give to 100+ at any time and from time to time. This Section shall survive the termination of the Agreement.

**7. Photo, Video and Audio Release.** I understand that as a volunteer of 100+, I may be recorded on film, video or other electronic recording media. I hereby irrevocably consent to such recording and to the use by 100+ of any recorded images or other media recordings of my name and likeness ("A-V Recordings") for any purpose related to furtherance of the objectives of 100+. In particular, I grant 100+ permission to copyright and use, reuse, publish, and republish A-V Recordings, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose. Further, I understand that the product of all work I perform as a volunteer for 100+ will be the property of 100+ and that 100+ will have the sole right to use, sell, license, publish, or transfer any such work

product, including all media and mechanical and electronic formats. I will disclose any such work product to 100+ at its corporate office. This Section shall survive the termination of the Agreement.

**8. Release, Waiver and Agreement to Indemnify and Hold Harmless.** As consideration for being permitted by 100+ to participate in activities and provide services, I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against, sue, or attach the property of 100+, or any of its successors, assigns, affiliates, officers, directors, members, employees, agents, contractors, representatives, participants, or volunteers, for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by me or by any employee, agent, contractor, servant, representative or other volunteer of 100+ as a result of the investigation of any information provided by me to 100+ at any time, my breach of the Agreement, my decision regarding tetanus vaccinations, my participation in activities, performance of the services, and any A-V Recordings, or any of the foregoing, including claims for negligence of 100+ or any other person. I hereby forever release, waive, acquit, discharge and convent to indemnify and hold harmless 100+, and its successors, assigns, affiliates, officers, directors, members, employees, agents, contractors, servants, representatives, participants, and all other volunteers from all claims, actions, causes of action, demands, losses, damages, liabilities, loss of services, expenses and compensation, that I, my assignees, heirs, guardians, legal representatives, and anyone claiming by, through or under me or any of them, now have or may hereafter have for or relating to any injury or damage resulting from the investigation of any information provided by me to 100+ at any time, my breach of this Agreement, my decision regarding tetanus vaccination, and my participation in activities, performance of the services, and any A-V recordings, or any of the foregoing, including claims for negligence of 100+ or any other person. This Section shall survive the termination of the Agreement.

**9. Confidentiality.** During my association with 100+ and thereafter, I will keep confidential, refrain from disclosing to others, and use only in the performance of my volunteer duties, all confidential information of 100+ that I develop or learn about during the course of my associations. I understand that this agreement covers all confidential business and technical information and know-how of or about 100+ that is not generally know to persons outside of 100+ and which I have not been specifically authorized to disclose or use. Examples of confidential information includes, but are not limited to, information on finances, membership and donors, staff and volunteer performance, research and development, the condition of animals, campaigns, outreach programs and information received from others that 100+ has agreed to keep confidential. This Section shall survive the termination of this Agreement.

**10. Acknowledgment of Relinquishment of Claims. I have read this Agreement and General Release and fully understand that I will relinquish all claims or actions known or existing now or that may arise in the further against 100+.** I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of anyone representing 100+. This Section shall survive the termination of the Agreement.

**11. Term of Agreement.** I acknowledge that this agreement will apply to the entire term of my volunteer relationship, starting with the date I first perform volunteer duties for 100+, even if it pre-dates the date of this Agreement, and continuing as long as I continue to be a volunteer and thereafter as is necessary to protect the interest and rights of 100+ arising herein with respect to confidentiality and use my work product and/or A-V materials as authorized above and to enforce any other provisions that survive the termination of my services or the termination of this agreement. This Section will survive the termination of the Agreement.

**12. Governing Law, Jurisdiction and Venue.** 100+ and I acknowledge that 100+ is headquartered in Fort Lauderdale, Broward County, Florida. This agreement will be governed by and construed in accordance with the

laws of the State of Florida (except any choice of law provision of Florida law shall not apply if the effect of such provision would be to apply the law of another state or jurisdiction). 100+ and I consent to the jurisdiction of the state and federal courts in Florida for the resolution of any dispute arising out of this Agreement and agree that any such action may only be brought in the state or federal courts in Fort Lauderdale, Broward County, Florida. This Section shall survive the termination of this agreement.

**13. Waiver of Jury Trial.** 100+ AND I HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT EITHER OF US MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR 100+ ENTERING INTO THIS AGREEMENT. FURTHER, I CERTIFY THAT NO REPRESENTATIVE OR AGENT OF 100+, NOR ITS COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT 100+ WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**14. Attorney's Fees.** If any legal proceedings is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, sales and use taxes and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts). This Section shall survive the termination of this Agreement.

**In witness whereof, 100+ and I have executed this Agreement as of the date written first above.**

"I"

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

Printed Name: \_\_\_\_\_

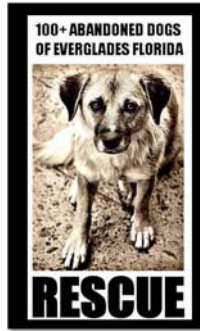
"100+"

100PLUSANIMALRESCUE, INC.

A Florida nonprofit corporation

By: \_\_\_\_\_

Amy Joy Roman, President



## **100 Plus Abandoned Dogs of Everglades Florida Rules and Regulations**

The more we work with the dogs and communicate with the rescues, the better the chance of them being adopted.

Volunteers must attend orientation and fill out the general release forms.

Volunteers must sign in when you arrive and sign out before leaving.

Please wear name tags and 100 Plus shirts.

Pay attention to posted signs on doors, walls and cages.

Do not enter clinic area.

If you have a friend who would like to visit Imperial Point Animal Hospital with you, he or she must attend a volunteer orientation.

No dog is to be left alone in the exercise areas.

The dog must always be under your control and on a short leash.

Please be considerate of all dogs entering Imperial Point Animal Hospital as they may be sick and we are not sure how our rescue dogs will react to other dogs.

Abide by the kennel employees request and help them in any way you can. They are there to work and have tasks they must perform and we cannot be in their way.

## VCA Animal Hospital Visitor Release of Liability

I understand and agree that I am not covered by the Company's workers compensation or professional liability insurance policies, and that I will be solely responsible for any injury sustained by me while present on the Hospital premises. I hereby release, and agree to hold harmless, VCA Antech Inc., its current and former officers, directors, agents, representatives and employees, parent companies, affiliates and subsidiaries (collectively, "VCA") from all claims, injuries, liabilities, costs and expenses (including attorneys fees) arising out of my visit.

I, \_\_\_\_\_ acknowledge that I have read, understood and agree to the terms of the Release set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date