



ATLANTA

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this “**Release**”) is executed by [redacted] (“**I**” or “**me**”) in favor of **PAWS ATLANTA, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Georgia, and its members, directors, officers, employees, volunteers, and agents (collectively, the “**Organization**”).

I desire to volunteer for the Organization and engage in activities related to being its volunteer (the “**Activities**”). I understand that the Activities may include, but are not limited to, administration, dog walking, animal transport, cat care and enrichment, dog care and enrichment, cleaning and organization, community outreach, event support, fundraising and marketing, landscaping and maintenance, and vaccine clinic assistance. I also 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 am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks, including but not limited to the inherent risks in being near, handling, walking, or petting animals, such as biting and scratching, and that even generally well-behaved animals can become aggressive without warning. These risks may be greater with respect to animals at the Organization’s shelter. I understand the Organization has little or no history on the animals in its care and does not attest to the temperament of the animals and there may be animals at the Organization that are known or believed to have bitten people. I also understand reasonable efforts are made to monitor the health of PAWS Atlanta animals, they can contract contagious diseases and can carry diseases for which they do not show symptoms and that germs can be carried home by a volunteer to pets or family members. I acknowledge that if my pets are very young or have chronic health problems, I should discuss these risks with my private veterinarian before volunteering. If I have chronic health problems, I should discuss the risks from animal disease with my personal physician before volunteering. **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, 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 the Organization 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 harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.

3. Release and Waiver. I hereby fully and finally release, remise, acquit, satisfy, and discharge the Organization from any liabilities, damages, claims, counterclaims, defenses, demands, debts, agreements, covenants, suits, contracts, obligations, accounts, offsets, rights, actions, causes of action, and demands, of any nature whatsoever, including without limitation all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity (including, without limitation, claims of fraud, breach of contract, tort, duress, mistake, tortious interference, usury, or control), all whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever, or thing done,

omitted, or suffered to be done by any or all of the Organization, that I, or my heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, in any way arising from, related to, resulting from or with respect to the Activities (collectively "Claims"). I specifically understand and agree that this Release forever discharges the Organization from any and all liability or claim that I may have against the Organization with respect to any bodily injury, personal injury, illness, death, or property damage or loss that may result, directly or indirectly, from the Activities to the fullest extent permitted by applicable law.

4. Covenant Not to Sue. In addition to the releases of all Claims in Section 3 (Release and Waiver), I hereby covenant not to sue the Organization regarding any and all elements of the Claims.

5. Indemnification of the Organization. I shall defend the Organization from and against any demand, claim, action, investigation, or proceeding by a third party and shall indemnify and hold the Organization harmless from and against any losses, liabilities, damages, costs, expenses, credits, deficiencies, judgements, settlements, and awards arising out of, resulting from, or incurred in connection with the Activities.

6. Insurance. I UNDERSTAND THAT THE ORGANIZATION 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 the Organization does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.

7. Photographic Release. I understand and agree that during the Activities, I may be photographed or videotaped by the Organization for internal or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

8. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes 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. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

9. 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 the laws of the State of Georgia, without reference to any choice of law doctrine.

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

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Address: _____

Date: _____