



THE CENTRAL CALIFORNIA ANIMAL DISASTER TEAM VOLUNTEER AGREEMENT & RELEASE OF LIABILITY - 2019

I, _____, **HEREBY ACKNOWLEDGE** that I have voluntarily chosen to assist The Central California Animal Disaster Team (hereinafter referred to as the CCADT) in emergency and disaster situations in which the CCADT is responding.

1. **I am aware that working in the emergency/disaster situation may be hazardous, and I am voluntarily participating in this activity with full knowledge of the nature of the danger involved and hereby agree to accept any and all risks of property damage, loss, illness, injury or death.** _____(Initial)

2. **RELEASE AND WAIVER:** I, for myself and my legal representatives, spouse, heirs, distributees, guardians, and assigns, do hereby release and forever discharge and hold harmless the CCADT and its members, affiliates, officers, directors, trustees, employees, agents, insurers and representatives, and all of their respective successors and assigns from any and all actions, liability, losses, costs, claims, and/or demands of whatever kind of nature, either in law or in equity, which are in any way associated with my activities with the CCADT. I hereby waive the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Initials of Volunteer

I understand that this Release discharges the CCADT from any liability or claim that the I may have against the CCADT with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my activities with the CCADT, whether caused by the negligence of the CCADT or its officers, directors, employees, or agents or otherwise.

I agree and covenant not to bring any action against the CCADT for any such injury or damage. Volunteer also understands that the CCADT does not assume any responsibility for or obligation to provide financial or other assistance including but not limited to medical, health or disability insurance in the event of injury or illness.

3. **INDEMNIFICATION OF CCADT:** In addition to the foregoing release of claims against the CCADT, I hereby agree to indemnify, defend and hold the CCADT and its members, affiliates, officers, directors, trustees, employees, agents, insurers and representatives, and all of their respective successors and assigns harmless from and against any and all Losses and Liabilities (as defined below) arising from or in connection with my acts or omissions in connection with the CCADT.

As used herein, Losses and Liabilities means all claims, losses, liabilities, suits, causes of action, actions, proceedings, obligations, fines, debts, damages, injuries, judgments, awards, demands, administrative orders, consent agreements and orders, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages, penalties, interest, charges, fees, costs, and expenses (including, without limitation, attorneys' and paralegals' fees and costs) of whatever kind.

4. **MEDICAL TREATMENT:** I hereby release and forever discharges the CCADT from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my activities with the CCADT. I authorize the CCADT to act, in its best judgment, on my behalf in case of an emergency.

5. **ASSUMPTION OF THE RISK:** I understand that my volunteer activities may include work that may be hazardous to myself and/or my property. I hereby expressly and specifically assume the risk of injury or harm in these volunteer activities and release CCADT from all liability for injury, illness, death, or property damage resulting from such activities.
 - a. **VOLUNTARY SERVICE:** I understand and acknowledge that I may decline any volunteer role or position at any time if I feel such role or position presents a risk to my health or safety or that of any other reason. I agree to advise the CCADT of any preexisting conditions that would preclude involvement in any activity.

 - b. **INSURANCE:** I understand that, except as otherwise agreed upon by the CCADT in writing, CCADT does not carry or maintain health, medical, disability, auto, or Workers Compensation insurance coverage for any volunteer.

 - c. **OTHER:** I expressly agree that the Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which will continue to be enforceable. I represent that I am 18 years of age or older.

6. **PHOTOGRAPHIC RELEASE:** I hereby grant and convey unto CCADT all right, title and interest in any and all photographic images and video or audio recordings made by CCADT during my activities with CCADT, including, but not limited to, any donations, proceeds, or other benefits derived from such photographs or recordings.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE CCADT AND MYSELF, AND I SIGN IT ON MY OWN FREE WILL.

Please sign and mail to the Central CA Animal Disaster Team; 5132 N. Palm Ave., PMB 113; Fresno, CA 93704; or scan and email to Annette Omachi - annetteomachi@ccadt.org

VOLUNTEER'S SIGNATURE

DATE