

Barrio Dogs, Inc. - Waiver & Release of Liability

(must be signed by all volunteers before participating in any activities)



In exchange for the opportunity to volunteer for Barrio Dogs, Inc., Houston, Texas (hereinafter referred to as "Barrio Dogs") and engage in the activities related to being a volunteer, I hereby execute this Waiver and Release of Liability ("Release"). I am over the age of eighteen (18). If I am not over the age of 18, I understand that my parent or guardian must approve and sign this form on my behalf.

I understand my participation is strictly voluntary and that I will receive no compensation of any kind. The activities may include but are not limited to handling animals, cleaning up after animals, changing food and water dishes, attending adoption and fundraising events, participating in fundraising drives, soliciting donations, transporting animals from one location to another and other duties and activities as the need arises. I hereby freely, voluntarily and without duress execute this Waiver and Release under the terms below:

- 1) I understand and agree that as a volunteer for Barrio Dogs, I assume all risks of loss or injury or damage to me or my property while participating in Barrio Dogs' volunteer activities and that Barrio Dogs shall incur no liability of any nature. I understand that the activities include work that may be hazardous to me, including but not limited to handling frightened animals, cleaning and/or moving cages and crates, bending, stooping, and other activities involved in the handling and care of animals.
- 2) I understand that in handling animals and performing other volunteer tasks there is a risk of injury, including physical harm or death, and that all services performed by me will be done at my own risk. I understand Barrio Dogs strongly recommends that I keep current my tetanus immunization. I further understand that Barrio Dogs recommends that any dogs and cats that I live with should be immunized by my veterinarian if not already done so.
- 3) If my volunteer duties include transporting animals or use of my vehicle, I affirm that I am a licensed driver in good standing and that my vehicle is insured in compliance with state law. I also affirm that while I am transporting animals, I will drive safely and follow all applicable traffic laws and regulations.
- 4) Photographic Release. I hereby grant and convey to Barrio Dogs all right, title, and interest in any and all photographs, images, video and audio recordings made by Barrio Dogs of my activities with Barrio Dogs, including but not limited to any royalties, donations, proceeds, or other benefits derived from such photographs or recordings. I also permit Barrio Dogs to publish said images, records, and videos at will on its website, blog, Facebook page and in other media for advertising and other use as Barrio Dogs deems appropriate.
- 5) APPLICABLE ONLY IF YOUR DOG IS PARTICIPATING AS A THERAPY DOG: If my personal dog is being used for any Barrio Dogs therapy program, I attest that to the best of my knowledge, the dog is of suitable and appropriate temperament and behavior for use as a therapy dog. I also attest that my dog is in compliance with all Barrio Dogs' requirements for participation in a therapy dog program and is current on all vaccinations and monthly preventatives. I understand that if my dog injures or harms any person or property while participating in a Barrio Dogs therapy program, that I am personally and completely responsible and not Barrio Dogs. I also understand that if my dog is harmed in any way while participating in a Barrio Dogs program, that Barrio Dogs is not responsible or liable.

Therefore, on behalf of myself, my heirs and personal representatives, I hereby release, discharge and indemnify and hold harmless Barrio Dogs and its assigns, successors, agents, staff, officers, board of directors, employees, contractors and representatives from any and all claims, causes of action or demands of any nature of cause whatsoever, including costs and legal fees arising out of, or relating to, my volunteering with Barrio Dogs or use of my dog as a therapy dog, including but not limited to animal bites, disease, accidents, property damage, or injuries. I expressly agree that this Release is intended to be as broad and inclusive as permitted

by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas.

By signing below, I attest that I have read, understood, and executed this Release as of the date first written below. If I am under the age of 18, my parent or guardian has read and understood this agreement and is executing it on my behalf.

Signature _____ Date

Printed name

If under 18, signature of parent or guardian Date