



VOLUNTEER AGREEMENT

Rocket Dog Rescue and agents thereof (from hereon out referred to as "RDR" or Rocket Dog Rescue), and Volunteer _____ (hereon out referred to as "Volunteer" or "Releasor") do hereby enter into this Volunteer Waiver And Release Of Liability, Medical Release, Photo/Video Release And Indemnification Agreement (hereon after referred to as "Waiver and Release," "Waiver," and/or "Agreement") on this ____ day of _____ 20__.

RECITALS

Whereas, Rocket Dog Rescue is a non-profit which adopts, socializes, trains, rehabilitates and finds new homes for dogs, some of whom have been neglected, victims of abuse or are under-socialized. This history of some of the dogs have lead to special behavioral issues and cautious interaction with them.

Whereas, Rocket Dog Rescue works with dogs to save their lives and remove them from shelters, where many of them have spent too much time and where many would have been euthanized, but for RDR's intervention.

Whereas, Volunteer would like to gain valuable rescue, dog handling and non-profit experience and volunteer with the dogs that are currently in RDR's possession.

Whereas, Volunteer understands that all activities at RDR are completely voluntary and Volunteer may opt out of participation in any of the activities. Volunteer understands that Volunteer will inform RDR of any activities that Volunteer does not want to participate in.

RELEASE OF RDR. In consideration for being permitted by Rocket Dog Rescue to participate as a volunteer in various activities, Volunteer hereby waives, releases, and discharges any and all claims and damages for personal injury, death, or property damage which I may sustain or may which hereafter accrue as a result of my participation as a volunteer and resulting from any action, including but not limited to negligence or conduct of Rocket Dog Rescue. This release is intended to discharge in advance Rocket Dog Rescue, its' Directors, Officers, landlords, and land owners and/or agents to include their heirs, agents, representatives, successors and assignees from and against any and all liabilities, actions, claims, demands, costs, or expenses arising from or in any way connected with my participation as a volunteer and resulting from any action, including but not limited to the negligence or conduct of Rocket Dog Rescue. In exchange and consideration of this release, RDR will allow Volunteer to participate in the valuable experience described in Recitals above.

ACTIVITIES WORKING WITH DOGS. Volunteer understands that various activities involving dogs and/or puppies can be considered hazardous in nature involving the possibility of being bitten, scratched, jumped on, dragged or knocked over. The possibility of serious accidents and/or injury can occur during participation in volunteer activities. Knowing the risks involved nevertheless volunteer has voluntarily applied to

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participate in volunteer activities and volunteer hereby agrees to assume all risks of injury, and to release and hold harmless Rocket Dog Rescue, its' Directors, Officers, and/or agents who through negligence or carelessness might otherwise be liable to me. Volunteer further agrees to indemnify and to hold Rocket Dog Rescue, its' Directors, Officers, and/or agents free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of any injury and/or property damage volunteer may sustain while participating as a volunteer.

NON-EMPLOYEE/CHARITABLE VOLUNTEER. Volunteer agrees that all services provided are charitable in nature and entirely voluntary, and there will be no compensation of any kind for the performance thereof. Further Volunteer has been fully advised that as a non-employee volunteer is not covered by worker's compensation and is not covered under any medical insurance plan associated with a volunteer position with Rocket Dog Rescue.

PERMISSION TO USE PHOTO. Volunteer hereby grants Rocket Dog Rescue permission to use volunteer's likeness in a photograph/video or any photo/video that volunteer uploads to the Rocket Dog Rescue Facebook page or designated repository (e.g. Flickr) in any and all of its advertising or collateral materials, including the Rocket Dog Rescue website (www.rocketdogrescue.org) without payment or any other consideration. Volunteer hereby irrevocably authorizes Rocket Dog Rescue to edit, alter, copy, exhibit, publish or distribute any photos/videos taken of or by me for purposes of publicizing the Rocket Dog Rescue organization or for any other lawful purpose.

AGREEMENT TO THE VOLUNTEER POLICIES; NONDISCRIMINATION POLICY AND ANTI-HATE SPEECH POLICY

I understand that Rocket Dog Rescue has policies which govern volunteers' code of conduct. Rocket Dog is a team work oriented volunteer nonprofit which relies upon the good will and positive support of our participants. Rocket Dog Rescue does not tolerate hate speech and does not tolerate unproductive gossip in Facebook chatrooms, e-mails or other forums with volunteers. Rocket Dog Rescue does not tolerate discrimination based upon Sex, Race, Creed, Color, National Origin, Ethnic Origin, Age and Disability. Volunteers will be asked to leave Rocket Dog Rescue if they violate our much needed policies which help us stay focused on our goal to save dogs from euthanasia and place them in loving, caring responsible homes.

WAIVER AND RELEASE OF ALL FUTURE CLAIMS. It is the intention of the Volunteer in executing this Agreement that the mutual and general release shall be effective as a bar to each and every claim, demand, and cause of action herein above specified, and the Volunteer hereby knowingly and voluntarily waives any and all rights and benefits otherwise conferred by the provisions of Section 1542 of the California Civil Code, which reads in full as follows:

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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.

Releasor expressly consents that, notwithstanding Section 1542 of the California Civil Code, or any other statute or rule of law of similar import whether enacted or in force in California or in any other State of the United States, this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, and causes of action, if any, as specified. Releasor acknowledges and agrees that this waiver is an essential and material term of their desire to volunteer with RDR and without such waiver, the volunteer would not be permitted upon the private premises of RDR to volunteer with dogs. Releasor has had an opportunity to be advised by legal counsel with respect to such waiver, and understands and acknowledges the significance and consequences of this Agreement and of this express waiver of Section 1542 and any other similar statute or rule of law of similar import whether enacted or in force in California or in any other State of the United States.

I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY, MEDICAL RELEASE, PHOTO/VIDEO RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND THE CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF BY LIABILITY AND AGREEMENT BETWEEN MYSELF (AND MY GUARDIAN, if applicable) AND ROCKET DOG RESCUE.

I ALSO AGREE THAT THE STRICT LIABILITY CAUSE OF ACTION UNDER THE CA DOG BITE STATUTE (§ 3342) IS UNAVAILABLE TO VOLUNTEER PURSUANT TO PRIEBE V. NELSON (2006) 39 CAL.4TH 1112, 1132 [47 CAL.RPTR.3D 553, 140 P.3D 848].

By signing this document, I am verifying that I (and my guardian, if applicable) have read and understand the conditions as listed above.

VOLUNTEER

Volunteer Signature_____

Name Printed: _____ Date: _____

Address: _____

Phone: _____

Parent(or Authorized Guardian) Signature:_____

Name Printed: _____
(if not parent, please indicate relationship to volunteer)

Parent/Guardian/Emergency Contact Phone #:

ROCKET DOG RESCUE

Signature_____

Date: _____

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