Animal Services Volunteer Waiver Agreement

I, on behalf of myself, hereby acknowledge that I have voluntarily applied to participate in performing Volunteer services ("Services") for the Town of Yucca Valley. I am voluntarily participating in the Services with the knowledge that there is a risk that I may be injured while I do so, and I freely and voluntarily expressly assume all the risks of participating in the Services. This risk includes but is not limited to being bitten, scratched, jumped upon, knocked over, chased, tripped, infected with a disease, or otherwise injured or frightened.

I certify that I am physically fit and in proper physical condition to participate in the Services and have not been advised otherwise by a qualified medical person. I agree to accept and abide by the rules and regulations of the Town of Yucca Valley while participating in the Services.

I understand that the Town of Yucca Valley's policy is to cover volunteers as employees of the Town of Yucca Valley only for purposes of Worker' Compensation benefits. I also understand that under Workers' Compensation laws, Workers' Compensation benefits will be my sole and exclusive remedy in the event I am injured while participating in the Services.

IN CONSIDERATION OF MY PARTICIPATION IN THE SERVICES, WITH THE EXCEPTION OF WORKERS' COMPENSATION BENEFITS, I HEREBY RELEASE AND HOLD HARMLESS ON MY BEHALF AND ON BEHALF OF MY HEIRS, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS, THE TOWN OF YUCCA VALLEY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS FROM ANY AND ALL LIABILITY OF ANY KIND OR NATURE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING DEATH, ARISING FROM OR IN CONNECTION WITH MY PARTICIPATION IN THE SERVICES, THAT THIS WAIVER AND RELEASE IS APPLICABLE EVEN THOUGH THE ACTIVELY OR PASSIVELY NEGLIGENT ACTIVITIES OF THE TOWN OF YUCCA VALLEY MAY HAVE CAUSED OR CONTRIBUTED TO THE INJURIES SUFFERED.

In the event that any provision of this Animal Services Volunteer Waiver Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement.

I understand and agree that this Animal Services Volunteer Waiver Agreement does not apply if I participate in the Town of Yucca Valley Animal Foster care program. When I perform foster care duties, I will be subject to that release and waiver of liability.

I further agree that photographs and/or video which depict my participation in the program may be used for program publicity and for other uses consistent with the law without any further written agreement or authorization.

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I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

_____

Print Name of Undersigned

_____

Signature of Undersigned Date

_____

Phone number of Undersigned