



Southern California German Shepherd Rescue

6161 El Cajon Blvd, #460

San Diego, CA 92115

Tel 619.228.3570

Tel 619.379.1796

Fax 619.501.9844

www.socialrescue.org

**PLEASE READ THIS DOCUMENT CAREFULLY
THIS IS A LEGAL DOCUMENT
THAT AFFECTS YOUR LEGAL RIGHTS!**

WAIVER AND RELEASE OF LIABILITY

This Release and Waiver of Liability ("Release"), executed on (date) _____ by _____ ("Volunteer") in favor of Southern California German Shepherd Rescue (SCGSR) a California public benefit corporation, its directors, officers, representatives, employees, and agents (collectively, "SCGSR").

VOLUNTEER UNDERSTANDS THERE ARE KNOWN RISKS. Volunteer desires to donate his/her time, effort, services and resources as a volunteer for SCGSR, and engage in the activities related to being a volunteer with a dog rescue organization. Volunteer represents and warrants that volunteer is physically and mentally fit to safely participate in the volunteer activities. Volunteer recognizes and understands the risks associated with the transportation and handling of animals, displaying and caring for animals, and dealing with the public and other volunteers, and volunteer understands that there are hazards and risks to person and personal property and that these hazards may occur from the actions of other volunteers, or actions of SCGSR, its directors, officers, representatives, employees, and agents. Volunteer has been advised and understands that the activities are hazardous and involve contact with animals that can be dangerous and unpredictable.

VOLUNTEER UNDERSTANDS THE NATURE OF THE RISKS. Volunteer understands that working with dogs can be dangerous and may expose the volunteer to hazards and risks that may include, but not be limited to: Animal and dog bites and/or scratches; being knocked down, jumped on or pulled over by a dog; injuries related to wrist and/or hand from the animal or leash, slips and falls, hitting head or other body parts on kennels; exposure to animal illness, parasites, fleas and ticks; loss of and/or damage to personal property; damage to vehicles; damage to clothing from animals; picking up and handling dog waste; and exposure to cleaning products which contain chemicals. Volunteer hereby expressly and specifically assumes the risks of injury or harm with respect to the activities and hereby releases SCGSR from all liability for injury, illness, death, or property damage arising from volunteer activities. Volunteer fully, completely and unconditionally (i) waives and releases SCGSR from all liabilities, losses, duties, claims, charges, demands, actions, damages, costs, attorney fees, and expenses of whatever kind and nature that Volunteer may have now or in the future against SCGSR relating to the volunteering activities, and (ii) covenants not to assert any cause of action against SCGSR. Volunteer on their own behalf and on behalf of her/his heirs, executors, administrators, and assigns hereby and forever agree to defend, indemnify, and hold harmless SCGSR, and forever discharge SCGSR and their successors and assigns from any and all liability, claims, and demands, of whatever kind or nature, either at law or in equity, which may arise from Volunteer's activities with SCGSR. Volunteer understands that this Release discharges SCGSR from any liability or claim that Volunteer may have against SCGSR with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with SCGSR, whether or not caused by the negligence of the parties comprising SCGSR or otherwise.

SCGSR ASSUMES NO RESPONSIBILITY. Volunteer also understands and acknowledges that SCGSR does not assume any responsibility for or obligation to (i) provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of injury or illness, and (ii) reimburse Volunteer for any expenses incurred by Volunteer, including but not limited to bail out fees, veterinarian expenses, material costs such as toner, ink, paper, film developing costs, legal expenses, sale merchandise, equipment, office supplies, advertising material. All fees, costs, expenses incurred by Volunteer are the sole responsibility of Volunteer, unless written

authorization from SCGSR is received by Volunteer prior to the incurring of those fees, costs, expenses. Volunteer understands that, except as otherwise expressly agreed to by SCGSR in writing, SCGSR does not carry or maintain health, medical, or disability insurance for any Volunteer.

VOLUNTEER GRANTS RIGHTS TO SCGSR. Volunteer does hereby grant unto SCGSR all right, title and interest in any and all photographic images and video or audio recordings made by SCGSR during Volunteer's activities with SCGSR, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

RELEASE IS BROAD AND INCLUSIVE. Volunteer agrees that this Release is intended to be as broad and inclusive as permitted by the State of California and that this Release shall be enforced, governed by and interpreted in accordance with the laws of the State of California. Volunteer agrees that in the event that any clause or provision of this Release shall be held 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 shall continue to be enforceable. Volunteer intends this Release to be in effect each and every time Volunteer participates in activities with SCGSR. If the parties have any dispute regarding this Release or otherwise attempt the enforcement of this Release and a legal proceeding is initiated, the non-prevailing party in such legal proceeding shall pay to the prevailing party any and all attorneys' and experts' fees and costs, including court costs.

INDEMNITY/LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD. In the knowledge that a parent, by law, can not waive the personal injury rights or other claims of a minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify SCGSR from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, the undersigned parent or guardian agrees to not bring any claim or other legal action against SCGSR for personal injuries suffered by said minor child alleging negligent acts or acts of omissions by SCGSR.

DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM IF YOU HAVE ANY QUESTIONS, ASK BEFORE YOU SIGN.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the date specified.

Volunteer: _____
Signature Name (printed) Date

Witness: _____
Signature Name (printed) Date

If volunteer is under 18 years of age:

Parent or Guardian of Volunteer: _____
Signature Name (printed) Date

Contact information for Volunteer:

Address: _____ Cell: _____

City: _____ Home: _____

State, Zip: _____ Work: _____

Email: _____