

CLAWS Rescue and Adoption Center 2214 Sanford Drive, Unit A5 Grand Junction, CO 81505 970-210-3721

Agreement and General Release

For Adult Volunteers.

Thank you for offering your time to volunteer with CLAWS. The work we do for the cats would not be possible without volunteers! Please read the agreement below and complete the section at the end.

- 1. **Voluntary Acknowledgement and Participation**. I acknowledge that I have voluntarily agreed to serve as a volunteer for Cats League and Assistance of the Western Slope (CLAWS), a non-profit corporation organized under the laws of the State of Colorado. I am referred to as a "volunteer". I offer to perform as a Volunteer of my own volition. No one has demanded that I participate in any activity with CLAWS.
- 2. **Nature and Scope of Services**. As a Volunteer, I will be contributing my time and effort to various duties and performing a wide range of Services (collectively, the "Services"). The services will be performed by me as assigned by a staff member or another volunteer at CLAWS. In the course of performing the Services, I agree:
 - a. To complete all required orientation, training, and paperwork relating to my volunteer position(s).
 - b. To disclose any physical or psychological limitations to appropriate staff or volunteers before participating in any activity. Since I may be interacting with cats, both healthy and sick, big and small, and may be lifting, carrying, moving, or otherwise engaged in physical labor, I will be respectful of my own limitations and will inform staff immediately of any such limitations.
 - c. To read and obey all safety rules and regulations. In the interest of the safety of the cats and volunteers, I acknowledge that CLAWS has the right to revoke volunteer privileges if these rules are not followed.
 - d. To treat all CLAWS cats, staff, volunteers, property, tools, and equipment with respect and kindness. I will also return all CLAWS property when my volunteer relationship ends.
 - e. That either I or CLAWS can terminate this volunteer relationship at will.
- 3. **No Compensation.** I agree to provide my Services without compensation. I will not be compensated for my time or my efforts, nor am I an agent, employee, or contractor of CLAWS. I agree that I am not and will not become an employee, partner, agent, contractor or principle of CLAWS upon execution of this agreement or the performance of the Services.
- 4. **Responsibility for My Own Acts and Omissions.** I hereby agree to be legally and financially responsible and will indemnify and hold CLAWS harmless for my own acts and omissions relating to the services I am voluntarily providing to CLAWS. I acknowledge that I am responsible for providing my own medical, liability, and auto insurance during my volunteer service. I understand that I am not covered by workers' compensation nor insured by CLAWS during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting an animal.
- 5. Assumption of Risk. I am voluntarily participating in the activities of CLAWS with full knowledge of the risks and dangers involved and hereby agree to accept any and all risks of injury, death, or damage to myself and/or my personal property. As a volunteer, I may come into contact with and interact with animals, and such work entails risk of personal injury due to proximity to animals, dangerous equipment, driving, and other considerations. These include, but are not limited to, being bitten, clawed, tripped, and possibly exposed to zoonotic diseases.
- 6. **Photo, Video, and Audio Release.** I understand that as a CLAWS volunteer, I may be recorded on film, video, or other electronic recording media. I hereby consent to such recording and to CLAWS' use of any recorded images or other media recordings of my name and likeness (A-V Recordings) for any purpose related to the furtherance of the objectives of CLAWS, including use in CLAWS media properties (i.e., CLAWS' website). In particular, I grant CLAWS permission to copyright and use, reuse, publish, and republish A-V recordings, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose.



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C.L.A.W.S

Further, I understand that all work product I create in my capacity as a CLAWS volunteer will be the property of CLAWS and that CLAWS will have the sole right to use, sell, license, publish, or transfer any such work product, in any and all media formats, including print, mechanical, and electronic. I will disclose any such work to CLAWS and assign all rights thereto to CLAWS.

- 7. Release. In consideration for being permitted by CLAWS to participate in activities and provide Services, I hereby agree that I, my assignees, heirs, distributes, guardians, and legal representatives will not make a claim against, sue, or attach the property of CLAWS for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by any volunteer, agent, contractor, staff, or representative of CLAWS as a result of my participation in activities, performance of the Services, and any A-V recordings. I hereby release CLAWS from all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in activities, performance of the Services, and any A-V recordings.
- **8.** Confidentiality. During my association with CLAWS and thereafter, I will keep confidential, refrain from disclosing to others, and use only in the performance of my volunteer duties, all confidential information of CLAWS that I develop or learn about during the course of my association. I understand that this agreement covers all confidential business and technical information and know-how of or about CLAWS which is not generally known to persons outside of CLAWS and which I have not been specifically authorized to disclose or use. Examples of confidential information include, but are not limited to, information on finances, membership and donors, volunteer performance, research and development, the condition of shelter or foster cats, campaigns, outreach programs, and information received from others that CLAWS has agreed to keep confidential.
- 9. I have read this Release Agreement and fully understand that I will relinquish all claims or actions known now or in the future against CLAWS. I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of a CLAWS volunteer, staff member, agent, or representative.
- **10. Arbitration.** Any controversy or claim arising out of or relating to this agreement or its breach will be settled by arbitration in the state of Colorado in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.
- **11. Term of Agreement.** I acknowledge that this agreement will apply to the entire term of my volunteer relationship, starting with the date I first perform volunteer Services for CLAWS, even if it pre-dates the date of this agreement, and continuing as long as I continue to be a volunteer and thereafter as is necessary to protect the interests and rights of CLAWS arising herein with respect to confidentiality and use of my work products and/or A-V material as authorized above.
- **12. Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of law principles.

PLEASE PRINT LEGIBLY

Name:	Phone:	
Mailing Address:		
Email Address:		
Signature of Volunteer:	Date:	