**VOLUNTEER AGREEMENT**

[***Insert Name of Shelter***] (the “Shelter”) is grateful for the vital services contributed by our caring volunteers. By signing below, I (the “Volunteer”), agree that:

**Policies; Safety Rules**

For my safety and that of others, I will comply with the Shelter’s policies and procedures, including safety, animal treatment, and harassment policies. I will follow all other directions from Shelter staff. I understand that if I do not follow Shelter policies and Shelter staff’s directions, the Shelter may terminate my volunteer status.

**Not an Employee**

I have freely and voluntarily agreed to participate in certain Shelter activities as a volunteer. I understand that I am not an employee of the Shelter, and that I won’t be paid or receive employment-type benefits.

**Insurance**

[{**Shelter Decision}** The Shelter maintains a medical insurance policy which provides limited coverage for certain injuries that are sustained while a volunteer is helping the Shelter. If I am injured during a Shelter volunteer activity, I will fill out an injury report as soon as possible, whether or not I plan to file an insurance claim. If I plan to file a claim, I must notify the Shelter in writing within [ten (10)] days of the injury. I understand that failure to comply with this [ten-day] requirement may preclude my eligibility for benefits under the insurance policy.]

**Tetanus and Rabies Waivers**

The Shelter encourages all volunteers who handle animals to be current on their tetanus vaccination. [{**Shelter Decision}** Shelter offers volunteers who handle animals a reimbursement of up to $50 to complete a rabies pre-exposure vaccination series. I am advised to discuss this vaccination series with a doctor, at my own expense, before starting the series. I understand that Shelter will only reimburse me if I provide written documentation from a doctor that I have completed the vaccination series.]

**Emergency Medical Treatment**

In case of accident, injury, or illness, I authorize the Shelter to provide me (and, if necessary, my pet) first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. I understand that this consent does not impose a duty upon the Shelter to provide such medical assistance, transportation, or services.

**Understandings**

I understand that volunteering at the Shelter may be dangerous or result in injury to me or my property. I understand that I may interact with animals which are unpredictable and may bite, scratch, or transmit zoonotic diseases. There may be other risks arising from the activities themselves, physical exertion, my own actions or inactions, the actions or inactions of Shelter personnel or others present at Shelter facilities and event sites, traveling to or from Shelter facilities or event sites, or being present at a Shelter facility or event site.

**Assumption of Risk**

I confirm my understanding of the risks stated above. With that information and awareness, I assume and accept the risks of all injury, illness, disease, death, property damage or loss, financial obligation, loss of privacy, and all other consequences which may result, directly or indirectly, from my service as a Shelter volunteer, my presence at Shelter facilities or event sites, or my participation in other Shelter regardless of the cause.

**Confidentiality**

As a volunteer, I may have access to information regarding the Shelter’s clients and customers, owners of animals at the Shelter, volunteers, employees, operations, finances, grant recipients, and donors, and the past and present owners of animals (“Confidential Information”), whether or not such information has been formally marked as “confidential.” At all times during and after my participation as a Shelter volunteer, I will not disclose Confidential Information or use it except as required by my volunteer activities or with prior written consent from the Shelter. If I am unsure about the appropriate action concerning confidentiality of information, I will seek advice from Shelter staff. I understand that any violation of confidentiality may result in termination of my volunteer status with Shelter and/or other legal action.

**Assignment of Work Product**

If I prepare any work product for Shelter, I intend for Shelter to have full and exclusive rights to such work product, including brochures, reports, websites, social media content, software, presentations, photos, videos or other materials I create or help to create for Shelter, as well as any intellectual property rights in or derivatives of any such work product. Accordingly, I: (a) assign to the Shelter all rights, title, and interest worldwide in the work product; (b) grant to the Shelter an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product which cannot be assigned to the Shelter; and (c) waive enforcement against the Shelter of any rights in the work product which cannot be assigned or licensed to the Shelter.

**Media Rights**

I grant the Shelter permission to use my (and/or my pet’s) name, likeness and/or statements provided by me or captured of me (and/or my pet) in photographs, audio, video, film or other media to promote the Shelter’s services and programs, to publicize events or for any other lawful purpose. This includes the right to edit, alter, copy, publish or distribute any such photographs or video. I understand and agree that all such film, audio, prints and negatives are the sole property of the Shelter, and may be used by the Shelter in connection with promoting the mission of the Shelter without payment, royalties or any other consideration and without prior notification.

[{**Shelter Decision}** **Non-Disparagement**

Subject to applicable law, I will take no action which is intended, or would reasonably be expected, to harm the Shelter or the Shelter’s reputation, or which would reasonably be expected to lead to unfavorable publicity for Shelter.]

**Termination of Volunteer Status**

I understand that the Shelter may terminate my volunteer status at any time in its sole discretion. Upon termination, and regardless of reason, I will immediately stop using and return all Shelter materials and Confidential Information.

[{**Shelter Decision}** **For Animal Assisted Interactions (“AAI”) Volunteers:**

I understand that my pet must be surgically fixed (spayed or neutered) to participate in AAI, unless a licensed veterinarian deems my pet ineligible for surgery. I further understand that my pet must have been in my household and under my care for at least [six (6)] months before participating in Shelter’s AAI program. I will submit veterinary certification of my pet’s vaccination status and negative fecal results annually to remain eligible for AAI visits. I understand that any pet beginning in the AAI program at less than one (1) year of age will require retesting at the one-year mark.

I understand that my pet and I must complete Shelter’s AAI training prior to participating in the AAI program. I will reinforce behaviors in my pet which are conducive to visitation and will alert the AAI dog trainer if my pet exhibits any behavior which could compromise the safety of Shelter’s clients. I understand that if my pet fails to meet the AAI dog trainer’s behavior criteria, I will not be permitted to engage in visitation with my pet.

I will support the mission of the AAI program to bring the benefits of animal companionship to a wide range of populations within our community. To that end, I am willing and able to conduct visits at any facility in [***geographic location***] served by Shelter’s AAI program, including facilities which serve populations with psychiatric, physical, or developmental disabilities.]

**General Provisions**

This Agreement will cover all my volunteer activities for Shelter, whatever their nature or location. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and the Shelter and I agree that all disputes between us relating to this Agreement shall be resolved or adjudicated in [**the County in which the Shelter is located**]. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and the other provisions of the Agreement will remain in effect. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

**I have read this Agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign this Agreement freely and voluntarily.**

**Volunteer Name Volunteer Signature Date**

**If Volunteer is under 18 years of age:**

**I, as a parent or guardian of the above-named minor, hereby give my permission for my child to participate as a Volunteer and further agree, individually and on behalf of my child, to the terms above.**

**Parent’s/Guardian’s Name Parent’s/Guardian’s Signature Date**