

## **VOLUNTEER AGREEMENT AND GENERAL RELEASE**

Thank you for offering your time to volunteer with Heart of the Earth Sanctuary and Rescue, Inc. The work we do for the animals would not be possible without the help of our volunteers. Please read through the agreement below, complete the form at the bottom and return it to a Board member. If a minor, please have your parents read and sign where designated.

1. Volunteer Acknowledgement and Participation. I acknowledge that I have voluntarily agreed to serve as a volunteer for Heart of the Earth Sanctuary and Rescue, Inc., ("HOTE") a nonprofit corporation organized under the laws of the State of West Virginia and Maryland, whose mission is: to be a Sanctuary, rescue and Animal Rights Advocacy group who is committed to the promotion of the rescuing and adoption of homeless, abandoned, neglected and abused animals by creating an alliance with other Sanctuaries, Advocacy Groups, Rescues and Animal Shelters. Our primary concentration is on helping and providing shelter for seniors and special needs animals.

We also will provide temporary assistance to those who need a place for their animals to stay while moving or if they run into a life changing event and there is no other choice. We see this as an alternative to taking them to a shelter if the owners wish to have them returned.

Our animals are not caged, with exception to the 2 week quarantine time that we feel is mandatory to allow ample incubation time for illnesses and for them to get used to seeing other cats/dogs. During the first two weeks, the cats are tested, vaccinated and altered if possible and dogs are assessed. We feel that by not caging them is the best way to socialize them and makes them feel like they are a part of the family. Aggressive and sick animals will be caged for safety reasons. Minors will not have access to these animals.

The Heart of the Earth is a Maryland Certified Green Rescue. We will make every effort to recycle, reduce and reuse.

2. **Nature and Scope of Services.** As a Volunteer I will be contributing my time and effort to various services for HOTE. The services will be performed by me as assigned by an officer, director of another volunteer of SDR. In the course of performing the services, I agree:

To read the Volunteer handbook (if applicable) and complete all required training, orientation and paperwork relating to my volunteer position. • To disclose any physical or psychological limitations to appropriate directors or officers before participating in any activity. Since I may be interacting with animals and may be lifting, carrying, moving or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform HOTE immediately of such limitations. • To read and obey all safety rules and regulations. In the interest of the safety of the animals, the public, and other volunteers I acknowledge that HOTE has the right to revoke volunteer privileges of these rules and regulations are not followed. • TO TREAT ALL HOTE OFFICERS, DIRECTORS, VOLUNTEERS, ANIMALS AND MEMBERS OF THE PUBLIC WITH WHOM I INTERACT WITH KINDNESS AND RESPECT (Regardless of personal feelings). I ACKNOWLEDGE THAT I AM VOLUNTEERING FOR THE BEST INTERESTS OF THE ANIMAL AND NOT FOR ANY PERSONAL GAIN OR TO FURTHER ANY PERSONAL AGENDA.

- 3. **No Compensation** I agree to provide my services without compensation. I agree that I am not and will not become an employee, agent, contractor or principal of HOTE upon execution of this agreement.
- 4. **Responsibility for My Own Acts and Omissions**. I hereby agree to be legally and financially responsible and will indemnify and hold HOTE harmless for my own acts and omissions relating to the service I am voluntarily providing to HOTE.

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 neither workers' Compensation nor insured by HOTE during the performance of my volunteer duties and tasks.

- 5. **Assumption of Risk**. I am voluntarily participating in the activities of HOTE with full knowledge of the risks and dangers involved and hereby agree to accept 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. These risks include, but are not limited to, being bitten, tripped and possibly exposed to zoonotic diseases. Minors will not have access to sick or aggressive animals.
- 6. **Photo, Video and Audio Release**. I understand that as a Volunteer of HOTE, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and the use by HOTE of any recorded images or other media recordings of my name and likeness ("A-V Recordings") for any purpose related to furtherance of the objectives of HOTE. In particular, I grant HOTE permission to copyright and use, reuse, publish and republish A-V Recordings, for art, advertising, or other purpose.

- 7. **Release**. As consideration for being permitted by HOTE to participate in activities and provide services, I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against or sue HOTE for injury or damage resulting from my participation in activities and performance of services.
- 8. Confidentiality. During my association with HOTE 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 HOTE 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 HOTE which is not generally known to persons outside of HOTE 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, donors, outreach programs, and information received from others that HOTE has agreed to keep confidential. Our organization is transparent in terms of OUR information and therefore this information will be available to the public upon request and online. However it is the responsibility of the Board to release it to handle this.
- 9. I have read this Release and fully understand that I will relinquish all claims and actions know now or in the future against HOTE. I am of legal age and competent to sign this agreement. I am signing this agreement of my own free will without the influence of anyone at HOTE.
- 10. I acknowledge that this agreement will apply for the entire term of my volunteer relationship starting with the date I first perform volunteer duties for HOTE, even if it predates 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 HOTE.

Signature of Volunteer	Date	
Signature of Parent (if minor)	Date	

