

VOLUNTEER AGREEMENT & RELEASE OF LIABILITY

1. This agreement is entered into between Forgotten Friends of Long Island Inc., hereinafter referred to as (“Forgotten Friends”), and _____, Hereinafter referred as (“volunteer”) in order to permit the volunteer to participate as a Forgotten Friends volunteer.
2. Volunteer agrees to provide 48-hour notice to the volunteer coordinator in the event that volunteer cannot volunteer.
3. Volunteer agrees to abide by the following dog walker policy and procedure:
 - a. Volunteer will walk each dog separately one dog at a time and on a leash at all times.
 - b. Volunteer will exercise due care and supervision of the dog under their control whenever people, children, and other dogs are in proximity to the dog being walked or exercised.
 - c. Under no circumstances will a Forgotten Friends dog be allowed to enter a dog park, dog run or similar exercise area.
 - d. Volunteer will immediately inform Forgotten Friends of any behavioral problems observed or other incident that arises while the dog is under the volunteer’s care within twenty-four hours, including but not limited to, where any injuries to person, animal or property are incurred.
4. Volunteer agrees to abide by the following cat and dog caretaker policy and procedure when taking care of the Forgotten Friends cats and dogs at Petco and/or Nassau Suffolk Animal Hospital.
 - a. Volunteer will notate the time they arrive, the amount of time they stay and the time the volunteers leaves in the communication book.
 - b. Volunteer will read the communication book each time upon signing in before interacting with the cats.
 - c. Under no circumstances will Forgotten Friends cats be taken or allowed outdoors.
5. Volunteer agrees that as a rescue group that adopts homeless animals from municipal shelters, Forgotten Friends often does not have a medical or behavioral history (including rabies vaccinations or the lack thereof) of the animals that volunteers come into contact with. Forgotten Friends strongly recommends that all volunteers have current tetanus vaccinations.
6. Volunteer agrees that he or she is volunteering his or her services and will not be given any monetary compensation or other payment whatsoever.

7. Volunteer understands that the activity of working with animals can be dangerous and involves contact with animals that can be unpredictable. The volunteer agrees that the below represent some of risks associated with working with animals but understands that this is not an exhaustive list and is by no means limited to the following:
 - a. Bites, scratches or other serious physical injuries caused by dogs or cats or other animals staying at the shelter
 - b. Being knocked down or pulled by a dog
 - c. Injuries related to wrist/hand/fingers getting caught in a leash
 - d. Slips/trips/falls resulting from getting tangled in leash or from wet floors/kennels or equipment
 - e. Hitting heads on objects such as cage doors and kennels
 - f. Injuries from cleaners, equipment or parasite control products
 - g. Flea/tick bites or ring worm infestation
 - h. Internal or external parasites
 - i. Zoonotic illness (human illness contracted from animals)
 - j. Animal illness exposure to animals at the volunteer's home
 - k. Injuries associated with lifting animals, food, litter or lifting or using shelter equipment
 - l. Exposure to or incidents relating to the acts or negligence of the public
 - m. Exposure to or incidents relating to the acts of negligence of other volunteers and shelter staff
 - n. Loss of personal property
 - o. Damage to cars parked in parking lots
 - p. Damage to clothing from animals or chemicals

8. Volunteer agrees that personal injuries, loss of property and death may occur as a result of volunteering with Forgotten Friends. The volunteer agrees that Forgotten Friends and Petco shall not be held liable to the volunteer for any of the foregoing listed injures in part 7 of this agreement or any other personal injury or property damage of any kind whatsoever to the volunteer or the volunteers property arising from the volunteers activities as a volunteer, including but not limited to any negligent acts of Forgotten Friends or Petco or any of Forgotten Friends or Petco's agents, directors, officers, servants, employees or other volunteers , including any consequences or damages attributable to the carelessness or ordinary negligence of Forgotten Friends or Petco or Forgotten Friends or Petco's agents, directors, officers, servants, employees and volunteers.

9. Volunteer hereby releases, discharges an agrees to indemnify Forgotten Friends and Petco and Forgotten Friends and Petco's agents, directors, officers, servants, employees and volunteers from an in respect to any and all claims, actions and rights of cause of action of any kind the volunteer may have now or in the future including any consequences or damages attributable to the carelessness or ordinary negligence of Forgotten Friends and Petco's or Forgotten Friends and Petco's agents, directors, officers servants employee and volunteers. The volunteers also

agrees to indemnify Forgotten Friends and Petco and Forgotten Friends agents directors officers, servants employees and volunteers from and in respect to any and all claims actions and rights of cause of action of any kind from any claims or actions brought against Forgotten Friends or Petco and any of Forgotten Friends or Petco's agents, directors, officers, servants, employees and volunteers by any third party as a result of the volunteer's activities as a volunteer or the volunteer's ordinary negligence.

10. Volunteer agrees that this agreement shall be binding upon the volunteer's heirs, executors, administrators and personal representatives.
11. Volunteer agrees that volunteering with Forgotten Friends is a privilege not a right and is at the sole discretion of Forgotten Friends. Volunteer agrees that the volunteer may be terminated at any time by Forgotten Friends for any reason or no reason at all without notice.
12. Volunteer agrees that public relations are an important aspect of volunteer work at the shelter. The volunteer therefore agrees to allow Forgotten Friends and its agents to use any photographs, video or film taken of the volunteer for use in a public relations effort.
13. Volunteer agrees that all logos, records, files, forms, applications, mail lists, emails, passwords, security codes, correspondence, promotional materials, messages or any other property belonging to Forgotten Friends are the sole property of Forgotten Friends and may not be disseminated, used/published/sold without the written consent of Forgotten Friends.
14. Volunteer agrees that all Forgotten Friends records, files, forms, applications, mails lists, emails passwords, security codes, correspondence. messages or any other property belonging to Forgotten Friends or business relating to Forgotten Friends is confidential. Volunteer agrees not to email, blog, online chat or engage in any online chat room dialogue or any other form of written or verbal communication discussing or commenting on Forgotten Friends, its practices, policies or procedures in any way or under any circumstances without written permission from Forgotten Friends.
15. Volunteer agrees that the volunteer application is incorporated into this agreement by reference. Approval to volunteer with Forgotten Friends and enter into this volunteer agreement has been predicated upon the information given in the volunteer application being truthful. If for any reason any information provided on the volunteer application is discovered to be false or misleading, volunteer agrees that Forgotten Friends has the right to immediately terminate the volunteer.
16. This Agreement may not be modified or terminated except in writing signed by all parties.
17. The volunteer agrees that in the event of a dispute between the parties, Forgotten Friends shall be entitled to have its reasonable attorney's fees, costs of litigation and disbursements paid by the volunteer.

- 18. This Agreement shall be governed by the laws of the state of New York.
- 19. This Agreement memorializes the entirety of the understandings and agreement between the volunteer and Forgotten Friends.
- 20. There shall be no waiver of any of the terms in this agreement unless in writing signed by both parties. In the event that any of the term of this agreement is waived, all other terms of this contract shall remain enforced.

I REPRESENT THAT I AM OVER EIGHTEEN YEARS OF AGE AND THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS VOLUNTEER AGREEMENT AND ITS CONTENTS AND IMPLICATIONS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT THIS IS BINDING AND ENFORCEABLE BY LAW. I WILLINGLY AGREE WITH ALL ITS CONDITIONS.

Volunteer: _____
(Please Print)

Volunteer Signature: _____ Date: _____

Parent/Guardian: _____ Date: _____
Parent/Guardian's Signature (if volunteer is under 18 years of age)

Home Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (____) _____

Cell Phone: (____) _____

Email Address: _____