

Volunteer Type: _____

No. of Hours: _____



Volunteer Pack

Volunteer Name: _____ Age: _____ D.O.B: ___ / ___ / _____

Address: _____ City: _____ ST: _____ ZIP: _____

Primary Phone: _____ Other Phone: _____

Email: _____ Parent/Guardian: _____

Emergency Contact: _____ Phone: _____

List any Medical Concerns (e.g. Heart Problems / Diabetes / Hypoglycemia, etc.):

Allergies (of any kind?): NO ___ / YES ___ if yes, list: _____

Date of last Tetanus Shot: ___ / ___ / _____ (recommended every 5 years)

ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Volunteer Name:

Released Parties include: SHY WOLF SANCTUARY, EDUCATION & EXPERIENCE CENTER, INC. ('SWS') and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, volunteers; all SWS event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to SWS.

Releasing Parties include: the volunteer as well as volunteer's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on volunteer's behalf.

..... Initial **Warning of Assumption of Inherent Risks**
Volunteering at SWS involves working and interacting with animals of unpredictable natures and as such creates a hazardous activity that presents inherent risks. **Inherent risks** are risks that cannot be eliminated completely regardless of the care and precautions taken by SWS and the other Released Parties. I also understand and further acknowledge that these hazards may be magnified due to the unpredictable nature of the animals that I will be working with.

I understand and acknowledge that the **inherent risks include**, but are not limited to: 1) animal bites and scratches; 2) tripping hazards within the confines of animal enclosures and on the grounds of SWS due to the uneven and natural state of the land; 3) contact(s) with man-made objects such as animal enclosure cages and housing structures.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, and cuts. Serious injuries are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, and concussions. Catastrophic injuries are rare; however, we feel that our volunteer's should be aware of the possibility. These injuries can include but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I understand that it is my responsibility to inspect the facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By volunteering, I am acknowledging that I have found the facilities, equipment, and areas to be used to be safe and acceptable for participation.

In the event I sustain an animal bite, I agree to receive the rabies treatment if required to prevent euthanasia of the animal. I agree to assume all costs and expenses related to the injury, including but not limited to, cost of rabies treatment and/or other medical and hospital costs.

I understand fully the inherent risks involved in volunteering at SWS and assert that I am willingly and voluntarily volunteering. I have read the preceding paragraphs and acknowledge that 1) I know the nature of volunteering at SWS; 2) I understand the demands of this activity, I am sufficiently physically fit to complete them, and I have not been advised not to participate by any qualified medical professional; and 3) I appreciate the potential impact of the types of injuries that may result from volunteering at SWS and I have no known health related reasons that would prevent me from volunteering. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of volunteering at SWS.

In short, I acknowledge that I am volunteering at SWS entirely at my own risk.

..... Initial **Waiver of Liability for ORDINARY NEGLIGENCE**
In consideration of being permitted to volunteer at SWS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge SWS and the other Released Parties from any and all claims resulting from the **INHERENT RISKS** of volunteering or the **ORDINARY NEGLIGENCE** of SWS (or other Released Parties) that I may have arising out of my participation.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation; and 2) any and all claims resulting from damage to, loss of, or theft of property.

..... Initial **Indemnification Agreement**
In consideration of being permitted to volunteer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify SWS (and the other Released Parties) from and against any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses.

..... Initial **Other Agreements**
Venue and Jurisdiction: I understand that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court in Florida has the sole and exclusive jurisdiction and that only the substantive laws of the State of Florida shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State of Florida and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and SWS and cannot be modified or changed in any way by representations or statements by any agent or employee of SWS. This Agreement may only be amended by a written document duly executed by all parties.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT

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Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my volunteering at SWS shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Initial Agreements for the Protection of Volunteers

- I represent and warrant that I am in good health and in proper physical condition to safely volunteer at SWS. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely volunteer, or that would result in my participation creating a risk of danger to myself or to others.
I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
I agree not to volunteer while under the influence of alcohol and/or drugs and will submit to and cover the cost of random testing to be administered at the discretion of SWS.
I assert that I have not been advised or cautioned against participating by a medical practitioner.
In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate SWS personnel and emergency medical personnel to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
I authorize SWS to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by SWS.
I agree to assume all costs of emergency medical care and transportation.
I acknowledge that SWS has instituted its rules for the protection of the volunteers. I agree to familiarize myself with those rules and follow them at all times. I also recognize the authority of SWS to halt my participation if my participation, conduct, or presence endangers myself or the animals.

Acknowledgment of Understanding

I HEREBY FOREVER RELEASE, DISCHARGE, AND HOLD HARMLESS SWS., its officers, trustees, agents, volunteers, employees, representatives, successors, and assigns for any manner of claims, demands and damages of every kind and nature whatsoever, which the undersigned may now, or in the future, have against SWS its officers, trustees, agents, volunteers, employees, representatives, successors or assigns on account of any personal injuries, physical or mental conditions, known or unknown, arising to the person of said volunteer, or in any way growing out of, the acts of employees, representatives, or other volunteers, or their successors, or assigns, including, but not limited to, their ordinary negligence and/or gross negligence, in rendering the opportunities above described, or in any way incidental thereto.

I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of SWS (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State of Florida.

Name

Signature Date

Parent / Guardian Name

Signature Date

State of Florida, County of Collier

The foregoing instrument was acknowledged before

me this ___ day of _____ 20___,

by _____

who is personally known to me or who has produced

_____ as

identification and did/did not take an oath.
