Visitor/Volunteer Release and Waiver of Liability

This is a Waiver and Release of Liability executed on this date \_ by

(the Visitor/Volunteer) and if applicable in conjunction with (the parent or legal guardian of the Visitor/Volunteer), in favor of Barnyard Animal Rescue Nest (B.A.R.N.), an animal rescue organization, their directors, officers and agents collectively known as “B.A.R.N.”.

The Visitor/Volunteer desires to visit or work as a Visitor/Volunteer for B.A.R.N. and engage in the activities related to being a Visitor/Volunteer. The Visitor/Volunteer understands the activities may include but are not limited to handling animals, cleaning cages, attending offsite adoption and fundraising events, participating in fundraising/food/supply drives, soliciting donations, working at B.A.R.N. locations, transporting animals from one location to another (if of legal driving age and having a valid license and insurance) and other duties and activities as the need arises.

The Visitor/Volunteer hereby freely, voluntarily and without duress executes this Release under the terms below:

# Release and Waiver

Visitor/Volunteer does hereby release and forever discharge and hold harmless and indemnity B.A.R.N. and its successors and assigns from any and all liability, claims, suits and demands of whatever kind of nature, either in law or in equity, which arise or may hereinafter arise from the Visitor/Volunteer’s activities with B.A.R.N..

# Medical Treatment

Visitor/Volunteer does hereby release, hold harmless, indemnity and forever discharge B.A.R.N. from any claim whatsoever which arises or may hereafter arise because of any first aid, treatment, or services rendered in connection with the Visitor/Volunteer’s activities with B.A.R.N..

# Assumption of Risk

The Visitor/Volunteer understands that the activities include work that may be hazardous to the Visitor/Volunteer, including but not limited to, handling frightened animals, cleaning feces, urine and vomit, bites and/or scratches, moving cages and crates, bending, stooping, lifting, transporting animals, transporting equipment and other activities involved in the handling of animals or setting up for events. Visitor/Volunteers hereby expressly and specifically assumes the risk of injury or harm in the activities and releases B.A.R.N. from all liability of injury, illness, death or property damage or loss resulting from the activities directly or indirectly and shall forever hold harmless and indemnity B.A.R.N. from the same.

# Photographic Release

Visitor/Volunteer does hereby grant and conveys unto B.A.R.N. all rights, title and interest into any and all photographs, images, video and audio recordings made by B.A.R.N. during the Visitor/Volunteer’s activities with B.A.R.N. including but not limited to any royalties, donations, proceeds or other benefits derived from such photographs or recordings. Visitor/Volunteer further permits B.A.R.N. to publish said images, recordings and videos at will on our website, social media sites, marketing materials and in other media for advertising and other use as B.A.R.N. deems appropriate.

# Other

Visitor/Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Visitor/Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue to be enforceable.

By signing below, the Visitor/Volunteer and if applicable, the parent/guardian, has read, understood, and executed this Release as of the date written above.

Visitor/Volunteer Signature \_ Date \_

Parent/Guardian Signature \_ Date \_

Physical Address: \_ City State Zip \_ \_ Home Phone Cell Phone \_\_ \_

Email Address:

Authorized B.A.R.N. Witness Signature \_ \_ Date Print Name \_