

## Volunteer Release and Waiver of Liability

This Release, Waiver of Liability, and Assumption of the Risk Agreement (the “Release”) is being made by the undersigned volunteer and beneficiary (the “Volunteer”) in favor of Richmond SPCA, a nonprofit corporation, and its directors, officers, employees, and agents.

The Volunteer desires to work as a volunteer for the Richmond SPCA and engage in the activities related to being a volunteer for the Richmond SPCA (the “Activities”). The Volunteer understands that the Activities will include physical labor; exposure to hazardous conditions, such as wet and slippery floors, as well as aging or malfunctioning equipment or fixtures; exposure to zoonotic diseases, animal feed, veterinary medicines or chemicals; close and intimate contact with animals that could result in bites, scratches, or other personal injury; and all other unexpected circumstances that may result in personal injuries. The Volunteer hereby freely, voluntarily, and without duress executes this Release to assume all risks under the following terms:

**1. Release and Waiver.** To the greatest extent available under the law, the Volunteer fully releases, forever discharges, and holds harmless the Richmond SPCA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with the Richmond SPCA.

VOLUNTEER UNDERSTANDS THAT THIS ASSUMPTION OF THE RISK AND RELEASE DISCHARGES THE RICHMOND SPCA FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST THE RICHMOND SPCA WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH RICHMOND SPCA, WHETHER CAUSED BY THE NEGLIGENCE OF THE RICHMOND SPCA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT THE RICHMOND SPCA DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS.

**2. Medical Treatment.** Volunteer does hereby release and forever discharge the Richmond SPCA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with the Richmond SPCA.

**3. Rabies Exposure.** Volunteer understands that the Activities may involve contact with animals not yet considered protected against rabies because those animals' primary vaccinations against rabies were delivered fewer than 28 days ago. Volunteer further understands that if such a dog or cat was to bite or scratch, Volunteer may need to submit to post-rabies exposure injections at the recommendation of a medical professional.

**4. Recognition of Richmond SPCA's Charitable Purpose.** Volunteer recognizes and agrees that the Richmond SPCA was established with a valid charitable purpose as a nonprofit humane society in Richmond, Virginia, and Volunteer agrees that the Richmond SPCA is operated consistent with that charitable purpose. By accepting the volunteer opportunities (i.e., the Activities) made available by the Richmond SPCA, the undersigned agrees that the Volunteer is a beneficiary of the Richmond SPCA's charitable mission. Because that charitable mission aligns with the Volunteer's sincerely held beliefs, the

Volunteer agrees to waive, release, and forgo any claim, cause of action, or demand based on negligence because such claims would necessarily result in a loss of capital that would otherwise be available for the charitable mission.

**5. Assumption of the Risk.** The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to, instances of ordinary premises liability, as well as unique exposure to hazardous conditions, through the expected interaction with animals that could result in bites, scratches, or other personal injury. Volunteer hereby expressly and specifically assumes the risk of injury or harm associated with the Activities, and releases the Richmond SPCA from all liability for injury, illness, death, or property damage resulting from the Activities to avoid imposing any financial demand, large or small, on the parties' mutual pursuit of the Richmond SPCA's charitable mission.

**6. Indemnification, Limitation of Liability.** To the greatest extent possible, should any third-party or stranger to the charitable mission pursue claims against the Richmond SPCA based, in whole or in part, upon my negligent performance of the Activities, I agree to indemnify, defend, and hold harmless the Richmond SPCA from, against, and in respect to any and all losses, liability, damages, expenses, *including reasonable attorney fees*, resulting from, arising out of, or connected with my acts or omissions. Without prejudicing any provision contained herein and notwithstanding the unqualified release, disclaimer of liability, recognition of charitable immunity, and assumption of the risk, if any liability is ever imposed on the Richmond SPCA for any reason, then Volunteer agrees on his or her own behalf, and for all representatives or successors, that in no event shall the Richmond SPCA's aggregate liability, including all special, consequential, incidental, or punitive damages, however caused, exceed the value of the Volunteer's time spent volunteering in the same fiscal year to be calculated at the lower of the applicable federal minimum wages at either the time of endorsement or time of injury.

**7. Insurance.** The Volunteer understands that, except as otherwise agreed to by the Richmond SPCA in writing, the Richmond SPCA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**8. Photographic Release.** Volunteer does hereby grant and convey unto the Richmond SPCA all right, title, and interest in any and all photographic images and video or audio recordings made by the Richmond SPCA during the Volunteer's Activities with the Richmond SPCA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**9. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia, and that this Release shall be governed by and interpreted in accordance with Virginia law. Volunteer also 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 this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year written below:

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Volunteer Signature

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Date

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Signature of Parent / Guardian of Volunteer (as needed)

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Date