

Volunteer Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this <Date> day of <Month>, <Year>, by <Full Name of Volunteer> (the "Volunteer") in favor of **Animal Protection of New Mexico and Animal Protection Voters.**, nonprofit corporations organized and existing under the laws of the State of New Mexico, USA, its directors, officers, employees, and agents (collectively, "APNM/APV").

I, the Volunteer, hereby freely, voluntarily, and without duress execute this Release under the terms below, and state that I desire to work as a volunteer for APNM/APV and engage in the activities related to being a volunteer.

I hereby freely and voluntarily, without duress, execute this Release under the following terms, and agree that this waiver and release is effective for me, my personal representatives, assigns, and heirs:

1. **Waiver and Release.** I, the Volunteer, hereby release and forever discharge and hold harmless APNM/APV and its successors and assigns from and against any and all claims, including attorney fees, demands or causes of action of whatever kind or nature, either in law or in equity, which arise or may hereafter arise directly or indirectly from my participation as a volunteer for APNM/APV. I understand and acknowledge that this Release discharges APNM/APV from any liability or claim that I, the Volunteer, may have against APNM/APV with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation with my volunteer work assignments with APNM/APV. However, I understand that this waiver and release does not apply to instances of gross negligence or intentional misconduct by an APNM/APV employee or agent.

I further release APNM/APV from liability for any claim of loss, injury, or damage to me or my property due to any act, omission, or negligence of parties not an agent or employee of APNM/APV, including, but not limited to, owners or contractors providing accommodations or other services.

I am aware of the risks associated with participation as a volunteer, including the risk of property damage, personal injury, illness or death. I assume full responsibility for any bodily injuries or property damage sustained as a result of my participation as a volunteer, including while traveling.

I also understand that, except as delineated, APNM/APV 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, illness, death or property damage (see insurance requirements below).

2. **Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by APNM/APV in writing, APNM/APV does not carry or maintain health, medical, or disability insurance coverage for any volunteer. As a volunteer I assume full responsibility for any and all damage claims made by others against me arising directly or indirectly out of any of my own activities, acts or omissions in connection with my volunteer activities.
3. **Medical Treatment.** Except as otherwise agreed to by APNM/APV in writing, I hereby release and forever discharge APNM/APV from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with APNM/APV. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
4. **Assumption of the Risk.** I understand that my time with APNM/APV may include activities that may be hazardous to me, including, but not limited to program activities and local transportation to and from work sites.

So, I recognize and understand that my time with APNM/APV may, in some situations, involve inherently dangerous activities. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume the responsibility for the risks identified herein and those risks not specifically identified. Participation in this program is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I hereby expressly and specifically assume the risk of injury or harm in these activities and release APNM/APV from all liability for injury, illness, death, or property damage resulting from the activities of my time with APNM/APV.

5. **Photographic & Media Release.** I grant and convey unto APNM/APV all right, title, and interest in any and all photographic images and video or audio recordings made by APNM/APV during my work for APNM/APV,

including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Status as Volunteer.** Volunteer and/or guardian understand that APNM/APV is not agreeing to employ said volunteer, and that no employer/employee relationship exists between the parties. Volunteer and/or guardian agree that I am volunteering with APNM/APV entirely upon my own initiative, risk and responsibility. I acknowledge that I am a volunteer, everything I do for APNM/APV is done as a volunteer, and I expect no wages, payment of any other form of compensation for anything I do for APNM/APV. Volunteer and/or guardian understand this is the complete and only agreement between the parties. I understand that APNM/APV reserves the right to discontinue my participation in the Volunteer Program at any time, and for any reason.
7. **Safety and Drug-Free Workplace.** I agree to abide by all written, verbal, and general safety and operating procedures while working as a Volunteer. I agree to follow the orders of the Supervisor or other responsible APNM/APV employee. For the safety of others and of myself I agree to attend a Safety Orientation and participate in ongoing training classes offered by the APNM/APV pertaining to safety and other topics related to my volunteer assignment.

I agree not to use or possess alcohol, drugs, controlled substances or firearms while working as a volunteer with APNM/APV. I understand that this also applies to any prescribed medication, which could have behavior altering effects. I understand that violation of APNM/APV's Drug Free Workplace policy may be a violation of State and/or Federal law, and may result in my termination or other legal action

8. **Confidentiality.** I assume full responsibility for maintaining the confidentiality of all proprietary or privileged information to which I am exposed while serving as a volunteer, whether this information involves a single staff, volunteer, client, other person or overall business. Failure to maintain confidentiality may be a violation of State and/or Federal law, and may result in my termination or other legal action.
9. **Statement of General Health.** I acknowledge and do hereby certify that I am in good physical health, and have no illnesses, disabilities, injuries nor physical conditions (i.e. cardiovascular disease, pregnancy) which would prevent or hinder my safe participation in any activities with APNM/APV.
10. **Background Check and Driving Record.** In connection with my position as a volunteer with APNM/APV, I understand that in accordance with State and Federal laws and regulations an investigative background check may be conducted on me and that the information will remain confidential and be obtained for the purposes of the use of APNM/APV. If such investigative report is required, I agree to sign appropriate release forms so that APNM/APV and /or its agent may request such required information from public and private sources.

If my volunteer work assignment requires that I drive a vehicle during the course of business, I certify that I have a valid driver's license and vehicle insurance, and I authorize the APNM/APV to obtain information regarding my driving record and insurance coverage. I understand that the information will remain confidential and be obtained for the purposes of the use of APNM/APV vehicles and participation in vehicle transport in the name of the APNM/APV.

11. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico. I agree 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.

By signing below, I the Volunteer and, if applicable, the parent/guardian, acknowledge that I have read, understood, and executed this Release as of the date first above written. I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, guarantees or warranties, expressed or implied, being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. To express my full understanding of this release, I sign here with a witness.

VOLUNTEER:

Name: *(please print)* _____

Signature *Date*

Parent/Guardian (please print if applicable): _____

Signature *Date*

Complete Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: _____ **E-mail:** _____

Contact person in case of emergency:

Name: _____ **Phone:** _____

NOTE: If the volunteer is less than 18 years of age, a parent or guardian must read and sign the following:

This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Name: (please print) _____

Parent or Guardian Signature *Date*

APNM/APV WITNESS:

Name: (please print) _____

Signature *Date*