



## Policy

<b>Volunteer Policy, Agreement, and Waiver</b>	<b>Form #212</b>	<b>Revision #: 1</b>	<b>Issue Date: 7/1/2021</b>
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**In consideration for this opportunity to volunteer for the Tupelo Lee Humane Society (TLHS), I understand and agree to the following terms and conditions:**

1. All services performed by me will be performed on a strictly voluntary basis ("Volunteer Services"), and I will receive no remuneration, pay or compensation of any kind for the Volunteer Services.
2. I will not be an employee of TLHS with regard to any Volunteer Services, will not receive any benefits normally available to employees of TLHS with regard to the Volunteer Services, and that the relationship is terminable at will.
3. I will abide by the mission, rules, regulations, policies and programs of TLHS while I am a volunteer.
4. I will volunteer a minimum of once a month for TLHS.
5. I will be supervised by a TLHS Manager or designee and will work as a team member with all other volunteers and employees.
6. I will treat all animals, other volunteers, TLHS staff, and the general public with dignity and respect.
7. I understand that I am considered a designated caretaker of any animal I remove from the shelter with permission.
8. I have and will continue to accurately and truthfully complete my Volunteer Application and this agreement, release, and waiver.
9. I will attend volunteer orientation prior to volunteering. I understand that:
  - there is a nonrefundable orientation registration fee which includes a volunteer vest of \$25;
  - orientations are only available online/in person as available;
  - refunds of the orientation fee are not available;
  - after registration, I have 30 days to complete the online orientation, and if I fail to complete the online registration within 30 days I will need to re-register and pay the orientation registration fee again.
10. I will not conduct or participate in illegal activity on any TLHS property or at an TLHS-sponsored event.
11. TLHS on-site volunteers must be at least 12 years of age and that if I am currently 12-17 years old, my parent or guardian must also complete an online application,



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sign this and all other required volunteer agreements and other documents, as well as attend volunteer orientation, and that I must adhere to the following: (1) if I am aged 12-15, I must be accompanied by a parent or guardian at all times; and (2) if am under the age of 18, I must have my parent or guardian obtain a signed parental waiver in order to volunteer without parental supervision. If I am a minor, I will only volunteer when these requirements have been completed.

12. TLHS strongly recommends: (1) that I keep my tetanus immunization current; and (2) that I ensure that any dogs and/or cats that live with me are immunized and up to date on said immunizations.

13. I understand that all pictures, video, and audio are considered the intellectual and physical property of TLHS and that I am not allowed to take picture, video, or audio without written consent from a TLHS Manager or volunteer designee.

**I certify that: (1) I have not been convicted of any of the following crimes, and (2) I am not currently charged with any of the following crimes:**

- any felony within the past five (5) years;
- an offense against the person ([Miss. Penal Code Title 97, Chapter 3 or an out-of-state equivalent](#)) at any time;
- an offense against the family ([Miss. Penal Code Title 97, Chapter 5 or an out-of-state equivalent](#)) at any time;
- cruelty to animals ([Miss. Penal Code Title 97, Chapter 41 or an out-of-state equivalent](#)) at any time;
- embezzlement/fraud ([Miss. Penal Code Chapter 97, Chapter 23 or an out-of-state equivalent](#)) within the past five (5) years;

RISKS; RELEASE; INDEMNIFICATION. I UNDERSTAND AND AGREE THAT AS A VOLUNTEER FOR TLHS: (1) I ASSUME ALL RISKS OF LOSS OR INJURY, INCLUDING DEATH TO MYSELF OR DAMAGE TO MY PROPERTY WHILE ON THE PROPERTY OF TLHS AND ELSEWHERE, WHILE PARTICIPATING IN THE VOLUNTEER PROGRAM; (2) TLHS SHALL INCUR NO LIABILITY OF ANY NATURE AS A RESULT OF MY PARTICIPATING IN THE VOLUNTEER PROGRAM; (3) ANIMALS ARE INHERENTLY UNPREDICTABLE AND MAY SUBJECT ME AND THOSE THEY ENCOUNTER TO HEALTH AND SAFETY RISKS; AND (4) IN HANDLING ANIMALS AND PERFORMING OTHER VOLUNTEER TASKS THERE IS A RISK OF INJURY, INCLUDING PHYSICAL HARM OR DEATH, AND ALL SERVICES PERFORMED BY ME WILL BE DONE AT MY OWN SOLE RISK INCLUDING ANY AND ALL RISK OF INJURY, HARM, OR LOSS THAT MAY BE INCURRED AS A RESULT OF MY PARTICIPATING IN THE VOLUNTEER PROGRAM.

I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE TLHS AND ITS AFFILIATED COMPANIES, SUBSIDIARIES, PARTNERS (INCLUDING BUT NOT LIMITED TO ANY ADOPTION LOCATION), FUNDERS, INSURERS, AND SPONSORS, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS ("RELEASED PARTIES") FROM, AND EXPRESSLY WAIVE, ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY,



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THAT MAY ARISE FROM MY PARTICIPATING IN THE TLHS VOLUNTEER PROGRAM. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM OR DEMAND AGAINST THE RELEASED PARTIES, AND FULLY AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM LIABILITY UNDER SUCH CLAIMS OR DEMANDS.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, PROPERTY LOSS, OR OTHER LOSS THAT MAY RESULT FROM MY PARTICIPATING IN THE VOLUNTEER PROGRAM. I ALSO UNDERSTAND THAT THIS RELEASE APPLIES TO ACTS OR OMISSIONS BY ME AS WELL AS THE ACTS OR OMISSIONS OF OTHERS, INCLUDING THE COMBINED AND LONE ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, JUDGMENTS, SETTLEMENTS, LOSSES, DAMAGES, INTEREST, AWARDS, PENALTIES, FINES, COSTS, EXPENSES, OR FEES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: (1) MY PARTICIPATING IN THE VOLUNTEER PROGRAM; AND (2) MY BREACH OF ANY REPRESENTATION OR OBLIGATION UNDER THIS AGREEMENT. MY DUTY TO INDEMNIFY APPLIES TO ACTS OR OMISSIONS BY ME AS WELL AS THE ACTS OR OMISSIONS OF OTHERS, INCLUDING THE COMBINED AND LONE ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I EXPRESSLY AGREE THAT THE RELEASE AND INDEMNITY AGREEMENT ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW.

Miscellaneous. I understand and agree to each of the following: (1) if any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; (2) this agreement and all related documents and all matters arising out of or relating to this agreement, whether sounding in contract, tort, statute, or otherwise, are governed by, and construed in accordance with, the laws of the State of Mississippi, without giving effect to any choice or conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Mississippi; (3) any legal suit, action, proceeding, or dispute arising out of or related to this agreement or the transactions contemplated hereby or thereby shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Mississippi in each case located in the City of Tupelo and County of Lee County, MS, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute; (4) strikethroughs and other handwritten changes to the terms and conditions of this agreement are not valid; (5) this agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter to the extent any other agreement attempts to reintroduce or expand any liability whatsoever for the Released Parties; (6) this agreement is binding on and inures to the benefit of TLHS and me as well as our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns; (7) this agreement is intended to be as broad and inclusive as permitted by law; (8) this agreement is binding on and ensures the benefit of TLHS and me as well as our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns; and (9) section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this agreement.



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Affirmation. By signing this agreement, I am: (1) confirming that I have read, affirm, and fully understand the terms of this agreement and that all of the information in this document is correct; and (2) agreeing that as a volunteer of TLHS, any violation of this agreement may subject me to action, up to and including termination of my volunteer relationship with TLHS.