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## RELEASE AND WAIVER OF LIABILITY

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This Release and Waiver of Liability (the “Release”), executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“Volunteer”), in favor of South Charlotte Dog Rescue, Inc., a North Carolina non-profit corporation, its directors, officers, employees, agents, representatives, successors, and assigns (collectively, “SCDR”). Volunteer desires to volunteer in one or more of SCDR’s dog rescue programs (collectively, the “Programs”).

1. **Waiver and Release.** Volunteer does hereby, voluntarily, and without duress execute this Release. Volunteer does hereby release and forever discharge SCDR from any and all actions, causes of action, suits, debts, liabilities, claims, and demands of whatever kind or nature, either in law or in equity, which have arisen now or may hereafter arise from Volunteer’s participation in the Programs. Volunteer understands that this Release discharges SCDR from any liability or claim that Volunteer may have against SCDR with respect to any bodily injury, personal injury, illness, death, property damage, or any other damages that may result from Volunteer’s participation in the Programs.
2. **Assumption of Risk.** Volunteer acknowledges and agrees that animal bites or other injuries to humans and other animals do occur, and that all animals can carry and transmit diseases, including diseases that can be transferred from animals to humans. Volunteer understands that SCDR will not be responsible for any damage an animal may inflict on any person, another animal, or any property, or for the transmission or transfer of any disease or parasite to other animals or people, and no attempt will be made by Volunteer, or anyone on Volunteer’s behalf, to hold SCDR responsible for such damages. Volunteer hereby expressly and specifically assumes the risk of injury or harm resulting from Volunteer’s participation in the Programs.
3. **Indemnification.** Volunteer agrees to indemnify and hold SCDR harmless from any damages, loss, cost, or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or in any way resulting from Volunteer’s participation in the Programs.
4. **No Representations.** Volunteer acknowledges and agrees that SCDR makes no representations with respect to the any animals that Volunteer may interact with while participating in the Programs.
5. **Insurance.** Volunteer understands that SCDR does not carry or maintain health, medical, worker’s compensation, automobile, or disability insurance coverage for any volunteer. Volunteer is solely responsible for his/her own care and coverage, should any be desired or needed. Each volunteer is expected and encouraged to make arrangements for appropriate insurance coverage prior to beginning participation in the Program.
6. **Photographic Release.** Volunteer agrees that SCDR may use images and recordings, whether audio or visual of both, of Volunteer taken during or in connection with the Programs as it sees fit in its sole discretion to benefit and promote SCDR and Volunteer does not expect monetary compensation, remuneration, or a fee of any kind in exchange for allowing SCDR to use such images and recordings. Volunteer does hereby grant and convey unto SCDR all right, title, and interest in any and all

photographic images and video and audio recording made by SCDR during the Programs, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings and Volunteer acknowledges and agrees that all artistic control is in the hands of SCDR. Volunteer further releases SCDR from any recourse or action due to the nature or content of this production.

7. **Termination.** Volunteer acknowledges and agrees that Volunteer's participation in the Program is a privilege that may be withdrawn at any time by SCDR with or without cause, in the sole discretion of SCDR.
  
8. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to the conflicts of law provisions thereof. 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 this Release which shall continue to be enforceable. This document may be transmitted by facsimile, email or similar method, and copies of this document may be relied upon and shall serve as originals.

Volunteer is fully informed as to the nature of this release and Volunteer hereby represents that he or she has the power and ability to so grant this release. Volunteer understands that if Volunteer is approved to participate in the Programs that this Release shall apply to any and all Programs in which Volunteer participates.

**IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.**

Volunteer (please print name): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Phone (work): \_\_\_\_\_ Phone (cell): \_\_\_\_\_

Signature: \_\_\_\_\_

**If Volunteer is under 18 years of age, Volunteer and Parent/Guardian signature is required.**

Parent/Guardian (please print name): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Phone (work): \_\_\_\_\_ Phone (cell): \_\_\_\_\_

Signature: \_\_\_\_\_