

BALDWIN COUNTY ANIMAL SHELTER

CONSENT AND WAIVER AGREEMENT FOR MINOR VOLUNTEER

This Consent and Waiver Agreement (the “Agreement”) is made and entered into as of the date set forth below by and between the Baldwin County Animal Shelter, an agency of Baldwin County, Alabama, with its principal place of business at 15240 Co Rd 49, Summerdale, AL 36580, (hereinafter referred to as the “Organization”), and the undersigned parent(s) or legal guardian(s) (hereinafter referred to as “Parent/Guardian”) of the minor child named below (hereinafter referred to as “Minor Volunteer”).

RECITALS

WHEREAS, the Organization operates an animal shelter facility in the State of Alabama that provides care, shelter, and adoption services for animals;

WHEREAS, the Organization offers volunteer opportunities to assist with various activities at the animal shelter;

WHEREAS, the Parent/Guardian desires for the Minor Volunteer to participate in the Organization’s volunteer program and activities;

WHEREAS, the Parent/Guardian understands and acknowledges that volunteering at an animal shelter involves certain risks, including but not limited to those associated with handling animals, exposure to animal-related diseases, physical activities, and other hazards inherent in an animal shelter environment;

WHEREAS, the Parent/Guardian wishes to consent to the Minor Volunteer’s participation in the volunteer program and to waive certain legal rights as set forth in this Agreement;

NOW, THEREFORE, in consideration of the Organization allowing the Minor Volunteer to participate in its volunteer program and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONSENT TO PARTICIPATE

Grant of Consent. The Parent/Guardian hereby grants permission for the Minor Volunteer to participate in the Organization’s volunteer program and activities at the animal shelter facility. The Parent/Guardian acknowledges that he/she has full legal authority to provide this consent on behalf of the Minor Volunteer.

Minor Volunteer Information.

Full Legal Name of Minor Volunteer: _____

Date of Birth: _____

Address: _____

Parent/Guardian Information.

Full Legal Name of Parent/Guardian: _____

Relationship to Minor Volunteer: _____

Address: _____

Phone Number: _____

Email Address: _____

Emergency Contact Information.

Name: _____
Relationship to Minor Volunteer: _____
Phone Number: _____
Alternate Phone Number: _____

2. VOLUNTEER RESPONSIBILITIES

- 2.1 Volunteer Activities.** The Minor Volunteer may participate in various activities at the animal shelter, which may include, but are not limited to cleaning animal enclosures, food bowls, and litter boxes; feeding and providing water to animals; socializing with animals through play, petting, and walking; assisting with administrative tasks; participating in educational programs; helping with facility maintenance and cleaning; assisting with animal adoption events; and other activities as directed by the Organization's staff or volunteer coordinators.
- 2.2 Supervision Requirements.** The Minor Volunteer shall at all times be under the supervision and direction of the Organization's staff or designated volunteer coordinators while participating in volunteer activities.
- 2.3 Compliance with Policies.** The Minor Volunteer shall comply with all rules, regulations, policies, procedures, instructions, guidelines, and safety protocols of the Organization, including but not limited to those related to animal handling, safety protocols, confidentiality, and volunteer conduct. The Parent/Guardian acknowledges receipt of the Organization's Volunteer Handbook and agrees to review it with the Minor Volunteer.

3. RELEASE AND WAIVER OF LIABILITY

- 3.1 Release of Liability.** To the fullest extent permitted by law, the Parent/Guardian, on behalf of himself/herself and the Minor Volunteer, hereby releases, waives, discharges, and covenants not to sue the Organization, the Baldwin County Commission, or the Baldwin County Health Department, their officers, agents, officials, representatives, volunteers and employees, the promoters, owners, operators, and the lessees of the premises, (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, or death that may be sustained by the Minor Volunteer while participating in or traveling to/from any volunteer activity, whether caused by the negligence of the Released Parties or otherwise.
- 3.2 Scope of Release.** This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, related to the Minor Volunteer's participation in the Organization's volunteer program and activities.
- 3.3 Assumption of Risk.**
- The Parent/Guardian acknowledges and understands that participation in the Organization's volunteer program involves certain inherent risks, including but not limited to animal bites, scratches, or other injuries; exposure to zoonotic diseases, allergens, or other health hazards; slips, falls, or other physical injuries; emotional distress related to witnessing animal suffering or euthanasia; and other risks associated with working in an animal shelter environment.

The Parent/Guardian, on behalf of himself/herself and the Minor Volunteer, voluntarily assumes all such risks, both known and unknown, even if arising from the negligence of the Released Parties, and assumes full responsibility for the Minor Volunteer's participation in the volunteer program.

3.4 Indemnification. The Parent/Guardian agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of or related to the Minor Volunteer's participation in the Organization's volunteer program, whether caused by the negligence of the Released Parties or otherwise.

3.5 Medical Treatment Authorization. In the event of an injury or medical emergency involving the Minor Volunteer, the Parent/Guardian hereby authorizes the Organization to secure appropriate medical treatment for the Minor Volunteer. The Parent/Guardian understands and agrees that this authorization includes transportation to a medical facility and the administration of first aid, medication, or medical treatment as deemed necessary by medical professionals. The Parent/Guardian acknowledges that they are responsible for all costs associated with such medical treatment.

3.6 Health Insurance. The Parent/Guardian acknowledges that the Organization does not provide health, medical, or disability insurance coverage for volunteers. The Parent/Guardian represents and warrants that the Minor Volunteer is covered by adequate health insurance to cover any injuries or illnesses that may be sustained while participating in volunteer activities.

3.7 Pre-Existing Medical Conditions. The Parent/Guardian shall disclose any pre-existing medical conditions, allergies, or physical limitations that may affect the Minor Volunteer's ability to safely participate in volunteer activities:

4. PUBLICITY RELEASE

4.1 Grant of Rights. The Parent/Guardian hereby grants to the Organization the irrevocable right and permission to photograph, film, record, interview, or otherwise capture the image, voice, or likeness of the Minor Volunteer while participating in volunteer activities, and to use such materials in any and all media, now known or hereafter developed, for the purpose of promoting the Organization and its programs, without compensation or further permission.

4.2 Waiver of Rights. The Parent/Guardian, on behalf of himself/herself and the Minor Volunteer, waives any right to inspect or approve the finished photographs, videos, recordings, or promotional materials that may incorporate the Minor Volunteer's image, voice, or likeness.

4.3 Opt-Out Provision. If the Parent/Guardian does not wish to grant the publicity rights described in this section, he/she may opt out by initialing here: _____ (Initial to opt out of publicity release)

5. MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law or conflict of law provisions.

5.2 Venue and Jurisdiction. Any legal action arising out of or related to this Agreement shall be filed in the appropriate state or federal court located in Baldwin County, Alabama, and the parties hereby consent to the exclusive jurisdiction and venue of such courts.

5.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent permitted by law.

5.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

5.5 Acknowledgment of Understanding. The Parent/Guardian acknowledges that he/she has read this Agreement, fully understands its terms, and understands that he/she is giving up substantial rights, including the right to sue. The Parent/Guardian acknowledges that he/she is signing this Agreement freely and voluntarily, and intends by his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PARENT/GUARDIAN:

I, as Parent/Guardian of the Minor Volunteer named above, agree, individually and on behalf of my child, to the terms of the above Agreement.

Signature: _____

Printed Name: _____

Relationship to Minor Volunteer: _____

Date: _____

MINOR VOLUNTEER ACKNOWLEDGMENT:

(For minors ages 12-18)

I, the Minor Volunteer named above, understand and agree to follow all rules, regulations, and instructions while participating in the volunteer program at the Organization.

Signature of Minor Volunteer: _____

Printed Name: _____

Date: _____