

Josh's Doghouse
Volunteer Release and Waiver of Liability

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this "Release") is executed as of the date signed below by the individual named below ("I" or "me") in favor of Josh's Doghouse, a not-for-profit corporation organized and existing under the laws of the State of Oklahoma, and its directors, officers, employees, volunteers, affiliates and agents (collectively, the "Organization").

I desire to volunteer for the Organization and engage in activities related to being its volunteer (the "Activities"). I understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I understand these risks may include, but are not limited to, property damage, injury, death, illness, witnessing trauma and traumatic experiences, violence, possible exposure to wild animals, dog bites and attacks, and other various hazards. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, illness, harm, or loss that I may incur as a result of my participation in the Activities.

2. Medical Treatment. I hereby give consent and authority to the Organization to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.

3. Release and Waiver. I hereby fully and forever release and discharge the Organization, its directors, employees, agents, volunteers, and other representatives, directors, employees, agents, volunteers, and other representatives (the "Released Parties"), from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity that may arise from my participation in the Activities. 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 THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

4. Insurance. I understand that the Organization 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 of any nature in the event of my injury, illness, or death, or damage to or loss of my property.

I also understand that the Organization does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.

5. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any

third-party claim.

6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

____ Initial here if you do not agree to the photographic release. Please notify the Organization via email that you do not consent to be photographed.

7. Confidential Information. You acknowledge that you may have access to information that is treated as confidential and proprietary by the Organization, including without limitation trade secrets, technology, client identity and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, donors, or operations of the Organization, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that you access or develop in connection with the Services shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Organization in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Organization immediately in the event you become aware of any loss or disclosure of any Confidential Information.

8. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

9. Governing Law. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Oklahoma and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

CERTIFICATION PAGE TO FOLLOW

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Address: _____

Date:

If the volunteer is under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Organization to obtain medical treatment for such minor and release it from liability in accordance with Section 2 of this Release.

Signature of Parent or Legal Guardian:

_____ Name of Parent or Legal Guardian

(please print): _____ Address:

_____ Date:

Telephone Number:
