

DOGGY DAY OUT PROGRAM

VOLUNTEER AGREEMENT AND RELEASE

Thank you for your interest in Tender Heart Charities' Doggy Day Out program. Doggy Day Out is a new program that allows volunteers to take a fostered rescue dog for an outing. Our hope is this program will allow our dogs more exposure and increase their chances of adoption.

By participating in the Doggy Day Out program, I agree to the following:

I understand that volunteering with Tender Heart Charities may require me to come in contact with animals, and that there are risks associated with my volunteer activities, including but not limited to dog bites and/or scratches. I assume the risks and accept personal liability for any damages that might occur as a result of my volunteer activities. I HEREBY IRREVOCABLY RELEASE TENDER HEART CHARITIES INC, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND VOLUNTEERS (collectively referred to as "Released Parties") FROM ANY AND ALL CLAIMS I MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE TO ME, AGAINST RELEASED PARTIES FOR PERSONAL INJURY, INCLUDING DEATH, AND ALL PROPERTY DAMAGE OR LOSS, ARISING OUT OF MY VOLUNTEER ACTIVITY WITH TENDER HEART CHARITIES INC.

I hereby agree to indemnify, defend and hold the Released Parties harmless from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that the Released Parties may sustain in connection with any third party claims that arise out of my volunteer activities, whether such volunteer activities occur on Friends of Strays' premises, at my home, or elsewhere.

I UNDERSTAND THAT TENDER HEART CHARITIES INC 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 UNDERSTAND THAT TENDER HEART CHARITIES INC DOES NOT PROVIDE WORKERS COMPENSATION INSURANCE FOR VOLUNTEERS. AND HEREBY EXPRESSLY WAIVER ANY CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF TENDER HEART CHARITIES IN THE EVENT OF ANY INJURY OR MEDICAL EXPENSE.

I agree that if I volunteer to transport any Tender Heart Charities Inc. animal(s) in my personal vehicle for any purpose, I will 1) maintain at least the state-required minimum amounts of automobile insurance on the vehicle, and 2) release, indemnify and hold the Released Parties harmless from any claims arising from and/or related in any way to such

I acknowledge and understand that I am a volunteer of Tender Heart Charities Inc. I am not eligible for Tender Heart Charities' Workers' Compensation or any other type of compensation or employee benefit in connection with my volunteer activities.

By using the Tender Heart Charities' tags or the #TCHldoggydayout hashtag in the images and other content I post on my social media accounts related to my volunteer activities, I hereby grant Tender Heart Charities Inc. a non-exclusive, worldwide, perpetual license to use, modify, publicly perform, publicly display, and reproduce my photographs, name, and likeness solely for marketing and promotional purposes.

I certify that I am 18 years of age or older. I have received and read Tender Heart Charities Inc's current version of the Doggy Day Out Manual and agree to abide by its requirements and guidelines. Further, I specifically agree to the following:

- To care for and treat humanely any dog provided to me.
- To keep a charged cell phone, of which Tender Heart Charities Inc. has the number to, with me at all times.
- Not to introduce the dog to any other animals without prior approval of Tender Heart Charities' authorized personnel.
- To keep the dog on leash unless confined in my home or securely fenced yard.
- To use reasonable care to ensure the safety and well-being of the dog in my care, the safety of other dogs, and the people the dog comes into contact with.
- To immediately contact Tender Heart Charities Inc if the dog exhibits symptoms that indicate a serious condition. Please see Tender Heart Charities Inc' Doggy Day Out Manual for examples of potential emergencies.
- To keep the dog under my direct supervision at all times during the volunteer activity.
- To immediately notify Tender Heart Charities Inc in the event of a missing or injured dog, if the dog bites any person or animal, or any other injury or accident that I witness or experience resulting from my volunteer activities.
- That all dogs are the property of Tender Heart Charities Inc and shall not be sold, given away, or adopted out without prior approval of Tender Heart Charities Inc' authorized personnel.
- To provide Tender Heart Charities Inc with any change of my personal information, such as name, address, or phone number.

I understand that this Doggy Day Out Volunteer Agreement and Release is binding on my heirs, assigns and legal representatives. This Doggy Day Out Volunteer Agreement and Release form is executed by me voluntarily and without reliance upon any representation by any person.

By signing below, I acknowledge and represent that I have read and understood the foregoing release, sign it voluntarily, and agree to the indemnity and waiver of liability above.

Volunteer's Printed Name

Date

 X

Volunteer's Signature

Manager, Tender Heart Charities Inc

Date