

Release and Waiver of Liability

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20____, by _____, (the "Volunteer"), in favor of Habitat for Humanity of Laramie County Inc., Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

Insurance. I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

Photographic Release. I, the Volunteer, do hereby grant and convey unto Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

Other. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of and agreement with this Release, I sign here with a witness.

Volunteer: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____ Date of Birth: _____

Witness: Name (please print): _____ Signature: _____

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. Also, all parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

IF APPLICABLE:

- School/Organization (no abbreviations please):

- Host Affiliate Site:



Kindness Ranch: American Sanctuary for Research Animals

854 State Hwy 270 Hartville WY 82215

stephanie@kindnessranch.org (For animal- or volunteer-related inquiries)

info@kindnessranch.org (For general inquiries)

307-735-4177

www.kindnessranch.org

VISITOR AGREEMENT

Visitor Name (Please Print) _____

Date _____

Welcome to Kindness Ranch!

We want your visit to be a good one, and also want to be sure you understand some of what your experience might entail. Please read this document and direct any questions or concerns you may have to a staff member.

Definitions Used In This Agreement

Kindness Ranch is a not-for-profit corporation with IRS 501(c)3 status. In this agreement, Kindness Ranch and its directions, founders, officers, employees, agents, representatives, assigns, and successors are collectively called "Kindness Ranch." Kindness Ranch and the main offices are located at 854 State Highway 270, Hartville, WY. In this agreement, visitors for any activity, program, or work area of Kindness Ranch are called "visitors."

Purpose of Our Visitor Policies

The policies and provisions set forth in this agreement are written to guide both visitors and employees. Kindness Ranch reserves the right to change the policies and provisions in this agreement at its sole discretion. Any changes to this agreement must be approved in writing by a member of the management staff.

Our Commitment to Quality

Kindness Ranch is one of the nation's premiere animal welfare organizations, and the work we do together is important. We ask for a commitment of quality, care, and compassion from all of our visitors and employees. We ask that you help Kindness Ranch by sharing your experiences with us, pointing out the positives and also providing constructive criticism.

No Compensation

You understand and agree that your activities on the ranch are charitable in nature and that you will not be compensated for participating in any activities or for providing services.

Photographs and Videos

In the course of a normal day at Kindness Ranch, photos and videos may be taken of you. They will be the property of Kindness Ranch and may be used in newsletters, on the web page, in promotional or advertising materials, or anywhere else Kindness Ranch deems appropriate. We also encourage visitors to take and share pictures and videos during their stay.

Medical Treatment

Except as otherwise agreed to by Kindness Ranch in writing, you release Kindness Ranch from any claim whatsoever that arises on account of any first aid, treatment, or service rendered in connection with your work or participation in any work or activity that you do as a visitor for Kindness Ranch.

Privacy and Scheduling

You understand that some areas of the ranch are private living quarters, and you will abide by and respect the visitor schedule as arranged by supervising Kindness Ranch staff so as not to disturb human or animal residents.

Minor Children

If you are the parent or legal guardian of any minors in my party, you understand that they should be under your supervision at all times. The terms of this agreement will also apply to any minor whose parent or legal guardian has agreed to them by signing.

Transportation

You understand that you are responsible for your own transportation throughout your stay at Kindness Ranch. This includes travel to and from the property as well as on the property. Occasionally, you may be offered transportation by staff or other visitors for the purpose of participating in any activities, but you understand that this is not the expectation.

Waiver and Release

As a visitor, you agree to never bring a claim or suit against Kindness Ranch and their successors and assigns, and you release Kindness Ranch and their successors and assigns from all liability arising from your work and participation in any work or activity as a visitor to Kindness Ranch.

You understand that this agreement discharges Kindness Ranch from any liability to you with respect to bodily injury, personal injury, illness, death, or property damage or other loss that may result from your work and participation in any work or activity as a visitor for Kindness Ranch. You release Kindness Ranch and discharge Kindness Ranch from any liability for Kindness Ranch's own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss to you as a visitor. This includes your property and companion animals.

Indemnity Agreement

You agree to indemnify and hold Kindness Ranch harmless for all bodily injury, personal injury, illness, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of your negligence or liability. This includes lone acts by you as a visitor as well as the combined acts of you as a visitor with others. This includes your property and companion animals.

Assumption of Risk

You understand that participation in any Kindness Ranch program may include activities that may be hazardous and result in injury or damage to you as a visitor. This includes, but is not limited to, repetitive injury movements such as carpal tunnel syndrome; back injury; deafness and blindness; handling or working with animals who may bite; infections from animal contact; cuts and bruises; and injury from operating vehicles. You understand that activities of the Kindness Ranch visitor program may, in some situations, involve inherently dangerous activities.

You expressly assume the risk of injury or harm in the conditions and activities described in this agreement and release Kindness Ranch from all liability for injury, illness, death, property damage or other loss resulting from your visitor work and any other work or activities that you do as a visitor, including for Kindness Ranch's own negligence or liability.

You expressly agree that this release and indemnity agreement is intended to be as broad and inclusive as permitted by law and that the term of these release and indemnity provisions is perpetual.

General

This agreement shall be governed by and interpreted in accordance with the laws of the State of Wyoming. You agree that in the event any clause or provision of this agreement 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 agreement.

You represent that you have read this agreement and fully understand that it includes a release and indemnity agreement. You further represent that you are legal age and legally competent to execute this agreement and that you do so of your own free will. You have not relied on representation of any kind or character not contained in this agreement.

Volunteer Activities

If you plan to volunteer in any capacity, including any animal visitation, during your stay at Kindness Ranch, please review the following guidelines.

In acting as a volunteer for Kindness Ranch (hereinafter "KR"), I understand that my services are provided strictly in a voluntary capacity as a VOLUNTEER, and without any express or implied promise of salary, compensation, employment, benefits, including insurance programs, worker's compensation, accrual in any form, vacation, sick time, or other payment of any kind whatsoever. I agree to the following statements:

1. I will familiarize myself and comply with KR's policies and procedures applicable to volunteers.
2. I understand that in my volunteering participation, it is expected of me to use reasonable judgment in communicating with KR staff and other volunteers on duty. I agree to minimize conflict, and to the best of my ability, resolve disagreements. If there are any issues that are unable to be resolved, it is my duty to inform KR staff or management as soon as possible.
3. I understand that my activities as a volunteer will always be under the direction of KR staff and will follow any judicious instructions given to me concerning my assignments and schedule.
4. KR maintains high standards for humane and ethical treatment of the animals under its care; therefore, I will support and exercise these standards in my capacity as a volunteer.
5. I understand that I am not to enter any building or enclosure occupied by animals in KR's care without accompaniment by or express permission from KR staff.
6. I understand that there are several animals on the premise; I must exercise the utmost care so as not to let any animal come into harm's way by means of other animals.
7. If ever an animal is led away from its primary enclosure by me, it is my sole responsibility to restrain and control it so as not to create a dangerous situation for myself, others, or the animal.
8. Since there may be potential safety risks of work with animals and of bringing home illnesses from KR to personal pets, I will practice reasonable healthy hygiene.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE THAT IT IS NOT ARBITRARY AND THAT THE PROVISIONS HEREIN ARE COMMON IN VISITOR AND VOLUNTEER AGREEMENTS. I FURTHER UNDERSTAND THAT KINDNESS RANCH HAS THE RIGHT TO ALTER OR TERMINATE MY VISIT OR VOLUNTEER ASSIGNMENT AT ANY TIME.

Visitor Name, Printed: _____

Visitor Signature X _____ Date _____

If there are minor children in your party during your stay at Kindness Ranch, the legal guardian must sign on their behalf. All minor children are bound by the same terms as their legal guardian in this agreement.

I attest that I have legal authority and guardianship to sign this legally binding agreement on behalf of any minor children listed below. Initials: _____

Name: _____ Age: _____ Will they be volunteering? _____

Name: _____ Age: _____ Will they be volunteering? _____

Name: _____ Age: _____ Will they be volunteering? _____

Name: _____ Age: _____ Will they be volunteering? _____

Name: _____ Age: _____ Will they be volunteering? _____

STAFF USE ONLY

Reservation Last Name: _____

Reservation Dates: _____

Assigned Yurt #: _____



KINDNESS RANCH VISITOR AND EMERGENCY INFORMATION

Please provide us with your information in the event that we need to contact you during your stay or give your information to the authorities in case of an emergency.

First and Last Name		
Address		
City	State	Zip
Phone #'s		
Number of People In Housing Unit:	Adults	Minors

Emergency Contact Information

Please provide the following information for the person you want us to contact in case of emergency:

First and Last Name _____

Relationship to You _____ City/State of residence _____

Phone Number(s) _____

LIABILITY RELEASE

This RELEASE of LIABILITY is made and entered into by and between Reach 4A Star Riding Academy and Volunteer Horse Owners, hereinafter designated MANAGER and PARTICIPANTS and Program Volunteers (VOLUNTEER) and if Volunteer or Participant is a minor, Volunteer's or Participant's parent or guardian. (Attached to file will be kept an updated list of Volunteer Horse Owners.) In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Volunteer, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Volunteer/Participant to carry full and complete insurance coverage on his horse, personal property and himself.
2. Volunteer/Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE VOLUNTEER'S/PARTICIPANT'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions, with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Volunteer/Participant agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Volunteer's/Participant's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Manager.
4. Volunteer/Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Volunteer/Participant agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Volunteer's/Participant's use of or presence upon the Manager's property and facilities.
6. Volunteer/Participant agrees to abide by all of Manager's rules and regulations.
7. If Volunteer/Participant is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Wyoming, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Volunteer and Volunteer's/Participant's parent or guardian, if Volunteer/Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Executive Director's Signature Date

4250 N 6 Mile Rd Casper, WY 82604
307-472-7827

Participant's Signature Date

Parent or Guardian's Signature Date



DOING
THE MOST
GOOD

VOLUNTEER RELEASE STATEMENT

PLEASE PRINT

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ CELL: _____

E-MAIL: _____

I understand that The Salvation Army, a religious and charitable organization, requires the assistance of volunteers in the conduct of its various spiritual and social programs. It is my desire to further the work of The Salvation Army by performing services as a volunteer for:

That as a volunteer with or for The Salvation Army I am responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer, whether this information involves a single member of staff, volunteer, client, or other person or involves the overall business of the organization.

INITIAL: _____

I undertake to perform such services as a volunteer, without compensation, and that in performing such services; I acknowledge that I am NOT acting as an employee of The Salvation Army. INITIAL: _____

I hereby give my permission to be photographed by a representative of The Salvation Army for the sole purpose of promotion of the services available at The Salvation Army. I also understand that I have the option at any time not to be photographed and not to be present if I choose. **

INITIAL: _____

SIGNATURE: _____ DATE: _____

Please keep me informed of other volunteer opportunities, project, and events during the Year.

** If permission is NOT given to be photographed, cross out the paragraph and initial.