



## Agreement and General Release for Volunteers

**Thank you for offering your time to volunteer with The Cats' Cradle. The work we do for the animals would not be possible without the help of our volunteers. Please read through the agreement below, complete the form at the bottom and return to:  
The Cats' Cradle, PO Box 1915, Morganton, NC 28680.**

1. **Voluntary Acknowledgement and Participation.** I acknowledge that I have voluntarily agreed to serve as a volunteer for The Cats' Cradle (hereinafter referred to as "CC"), a nonprofit corporation organized under the laws of the State of North Carolina, whose mission is to bring about a time of no more abused or abandoned cats. I am referred to as a "volunteer." I offer to perform as a volunteer of my own violation. No one has demanded that I participate in any activity with CC.
2. **Nature and Scope of Services.** As a volunteer, I will be contributing my time and effort to various programs of CC and performing a wide range of services. The services will be performed by me as assigned by an officer, director, employee or another volunteer of CC. In the course of performing the services, I agree:
  - To complete all required orientation, training, and paperwork relating to my volunteer position(s).
  - To disclose any physical or psychological limitations to appropriate staff before participating in any activity. Since I may be interacting with animals, healthy and sick, big and small, and may be lifting, carrying, moving, or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform staff immediately of any such limitations.
  - To read and to obey all safety rules and regulations. In the interest of the safety of the animals, staff, and volunteers, I acknowledge that CC has the right to revoke volunteer privileges if these rules and regulations are not followed.
  - To treat all CC staff, volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all CC property when my volunteer relationship ends.
  - That neither I nor CC can terminate relationship at will.
3. **No Compensation.** I agree to provide my services without compensation. I will not be compensated for my efforts nor am I an agent or contractor of CC. I agree that I am not and will not become an employee, partner, agent, contractor or principal of CC upon execution of this agreement or the performance of the services.
4. **Responsibility for My Own Acts and Omissions.** I hereby agree to be legally and financially responsible and will indemnify and hold CC harmless for my own acts and omissions relating to the service I am voluntarily providing to CC. I acknowledge that I am responsible for providing

my own medical, liability, and auto insurance during my volunteer service. I understand that I am not covered by workers' compensation nor insured by CC during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting an animal.

5. **Assumption of Risk. I am voluntarily participating in the activities of CC with full knowledge of the risks and dangers involved and hereby agree to accept any and all risks of injury, death, or damage to myself and/or my personal property.** As a volunteer, I may come into contact with and interact with animals, and such work entails risk of personal injury due to proximity to animals, dangerous equipment, long-distance driving, and other considerations. These include, but are not limited to, being bitten, clawed, tripped, and possibly exposed to diseases.
6. **Photo, Video and Audio Release.** I understand that as a volunteer of CC, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and to the use by CC of any recorded images or other media recording of my name and likeness ("A-V Recordings") for the purposes related to furtherance of the objectives of CC. In particular, I grant CC permission to copyright and use, reuse, publish, and republish A-V Recording, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose. Further, I understand that the product of all work I perform as a volunteer for CC will be the property of CC and that CC will have the sole right to use, sell, license, publish, or transfer any such work product, including all media and mechanical and electronic formats. I will disclose any such work product to CC at its corporate office.
7. **Release.** As consideration for being permitted by CC to participate in activities and provide services, I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against, sue, or attach the property of CC for injury or damage resulting from any act, omission, negligence or other acts, however caused, by an employee, agent, contractor, or representative of CC as a result of my participation in activities and performance of the services and any A-V Recordings. I hereby release CC from all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in activities and performance of the services.
8. **Confidentiality.** During my association with CC and thereafter, I will keep confidential, refrain from disclosing to others, and use only in the performance of my volunteer duties, all confidential information of CC that I develop or learn about during the course of my association. I understand that this agreement covers all confidential business and technical information and know-how of or about CC that is not generally known to persons outside of CC and which I have not been specifically authorized to disclose or use. Examples of confidential information include, but are not limited to, information on finances, membership and donors, volunteer performance, research and development, the condition of animals, campaigns, outreach programs and information received from others that CC had agreed to keep confidential.
9. **I have read this Release Agreement and fully understand that I will relinquish all claims or actions known now or in the future against CC.** I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of any CC staff member.
10. **Arbitration.** Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of the American

Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

11. **Term of Agreement.** I acknowledge that this agreement will apply to the entire term of my volunteer relationship, starting with the date I first perform volunteer duties for CC, even if it pre-dates the date of this agreement, and continuing as long as I continue to be a volunteer and thereafter as is necessary to protect the interests and rights of CC arising herein with respect to confidentiality and use of my work products and/or A-V material as authorized above.

12. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_