



371 Ward Street  
Port Hope, Ontario L1A 4A4  
Tel: 905-885-4131 Fax: 905-885-8027

**THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY** reviewed by the Volunteer in favour of Northumberland Humane Society ("NHS"), a Provincial non-profit corporation, their directors, officers, employees and agents.

I understand that the services I provide to NHS may include activities that may be hazardous to me including, but not limited to, lifting, delivering or carrying items, driving and/or riding in a vehicle, and crossing streets, animal care and/or handling, and other tasks as they may be assigned to me by NHS ("my volunteering activities"). As a Volunteer, I agree to assume all risks, dangers and hazards associated with my volunteering activities.

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Initials

**PHOTOGRAPHIC/SOCIALMEDIA/MEDIA RELEASES:**

I hereby grant and convey to NHS all right, title, and/or interest in any and all photographic images, audio/visual recording and media releases by and/or for the NHS during my volunteering activities, including but not limited to any royalties, proceeds, and other benefits derived from such releases.

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Initials

**I CONFIRM THAT:**

- o I currently hold a valid and unrestricted driver's license.
- o I hold valid vehicle insurance coverage with a minimum of \$1 million third party liability and am familiar with NHS ' policy on insurance coverage.

- o I take sole responsibility for the payment of my insurance premiums and any deductible required following an accident while on a NHS ' sanctioned drive.
- o I am compliant with highway and Transport Canada's requirements.
- o I will notify the NHS Manager immediately following all vehicle related accidents, fines, charges/convictions, driver's license restrictions and/or suspensions.
- o I will assume full responsibility for the cost of fines resulting from traffic violations, parking tickets, theft, loss, injury to person, damage to property, and/or damage to any vehicle due to my operation of any vehicle during my volunteering activities, whether I supply the vehicle or it is supplied by NHS, and howsoever caused.

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**INSURANCE:**

I understand that NHS does not assume any responsibility or obligation to provide me with financial or other assistance, including but not limited to medical, health, auto, home, and/or disability benefits and/or insurance in the event of an injury, illness, death, or property damage (including vehicle damage). I understand that NHS does not carry or maintain health, medical or disability insurance coverage for any volunteer. Further, I agree to maintain at my own expense automobile liability insurance on any vehicle I supply and use during my volunteer duties, and health, medical and/or disability insurance. I waive any such claim for compensation and/or liability on the part of NHS.

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**ASSUMPTION, WAIVER AND INDEMNITY:**

I agree to assume all risks, dangers and hazards associated with my volunteering activities. I hereby waive all claims against NHS for any claim, causes of action, loss, damage, and/or injury including death that I and/or my next of kin have or may have in the future arising by reason, either in law or in equity, of my volunteer activities with NHS, including but not limited to any claim or cause of action caused by the negligence of, and/or breach of contract and/or breach of any statutory and/or other duty of care by, NHS, including the failure on the part of NHS to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in my volunteering activities. I understand that this Release discharges NHS from any and all liability or claim that I may have against NHS or with respect to any bodily injury, illness, death, property damage or any other claim that I may have as a result from my volunteering activities, howsoever caused.

I further agree to indemnify and save harmless NHS for any claim or causes of action arising by reason, either in law or in equity, caused by me during the course of my volunteer activities with NHS, including but not limited to any bodily injury, illness, death, property damage and/or any other claim by any third party that may result from my volunteering activities.

This agreement shall be effective and binding upon my heirs, next of kin, administrators, assigns, and/or representatives.

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**INDEPENDENT LEGAL ADVICE:**

I acknowledge that I have been encouraged to obtain independent legal advice prior to the execution of this Release and Waiver of Liability and Indemnity and has either obtained same or chosen to waive such independent legal advice.

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**CONFIDENTIALTY:**

I agree to hold strictly confidential any information I obtain in the performance of my volunteer activities, relating to neighbours, donors, agencies, workplace accounts, including and not limited to the previous/current animals in care at the NHS, and any other information about NHS that is identified as confidential. This information shall not be relayed to any individual or agency outside of NHS unless explicitly requested by NHS Board of Directors or Management. All information which is deemed to be of a confidential nature shall not be released by me to any other party, including my family and friends. I further recognize and agree that if I should no longer volunteer with NHS, I shall continue to hold all such information confidential and shall not divulge such information to any third party. I further recognize and agree that any failure on my part to comply may result in action against me.

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I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM BOUND BY THE TERMS HEREIN.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

VOLUNTEER SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

GUARDIAN SIGNATURE: \_\_\_\_\_

***(Required where the undersigned volunteer is under 18 years of age)***

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_