**Volunteer Agreement & Release, Hold Harmless, and Indemnification Agreement**

Volunteer’s Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_First: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer’s Address City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A parent or guardian must sign

for children below the age of 18.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby certify that I am over the age of eighteen (18) years of age and am of sound mind and memory at the time of the execution of this Release.

WHEREAS, The East Coast Zoological Society of Florida/Brevard Zoo (herein after ZOO) has made available the opportunity to give volunteer service; and

WHEREAS, the ZOO agrees to allow me to participate in training and volunteer service in consideration of my execution of this Release and agreeing to be bound by its terms.

NOW, THEREFORE, IN CONSIDERATION of being allowed to participate in such activities, I hereby agree as follows:

(1) I am aware of and fully understand the inherent dangers involved in participating in volunteer activities on the Zoo grounds and offsite at ZOO volunteer events, including the risk of death and/or personal injury or damage to myself, other persons and/or my property or the property of others while participating in such activities or having my property at the site of such activities. I further acknowledge that participants in such activities and other persons at the ZOO and offsite at ZOO volunteer events may not be covered under insurance of the ZOO. I freely and voluntarily execute this Release with such knowledge, and assume full and sole responsibility for the risk of death, personal injury and/or property loss arising from or in any way connected with my participation in volunteering with the Brevard Zoo.

(2) I hereby release and forever discharge the ZOO, its agents, employees or independent contractors and their respective sureties, insurors, successors, assigns and legal representatives, from any liability, claim, cause of action, demand and damages for injury, death or damages of any kind or nature whatsoever to me or my property as a result of my participation in volunteer activities whether such injury, death or property damage is caused by the intentional or negligent act or omission on the part of (i) any other visitor to the ZOO, (ii) any employee, agent or independent contractor of the ZOO, (iii) any other person at the ZOO, or (iv) any other person at an offsite volunteer event. Furthermore, I agree to pay any and all attorney's fees and costs of the ZOO, and any of its agents, employees and independent contractors if I bring any action, claim or demand against the ZOO or any of its agents, employees and independent contractors for any reason for which this Release applies.

(3) I agree to indemnify and hold the ZOO, its agents, employees and independent contractors, their sureties, insurors, successors, assigns and legal representatives harmless from any liability, claim, cause of action, demand or damages for injury, death or damages of any kind or nature whatsoever to any person or their property as a result of my participation in volunteer activities as a result of any actual or claimed intentional or wrongful act or omission by me arising from or as a result of my presence at the ZOO or at an offsite volunteer event or my participation in volunteer activities. Furthermore, I agree to pay attorney's fees and costs for any persons covered herein for any action arising under this Paragraph, whether or not such action is well-founded.

(4) I agree to and hereby bind my heirs, executors, assigns and all other legal representatives by executing this Release.

(5) I authorize and grant permission to the representative of the ZOO to obtain medical care from any licensed physician or hospital and/or medical clinic should I become ill or injured while participating in volunteer activities away from home or at other times when neither parent nor guardian is available to grant authorization for emergency treatment.

(6) I hereby release and forever discharge the ZOO from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with participation in the ZOO volunteer activities.

(7) I hereby agree that the ZOO may use my photographic image or likeness taken from my participation in any volunteer activities for any purpose including for use in promotional materials and on the Internet without compensation of any kind to me.

(8) I hereby acknowledge and agree that this agreement is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid and the remainder of this Release shall remain in full force and effect.

(9) I agree to abide by all regulations that the ZOO may impose regarding the operation of the ZOO and the ZOO Volunteer Program.

(10) **BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, UNDERSTAND THE CONTENTS HEREOF, HAVE BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY CHOICE AND CERTIFY THAT I HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE. I FURTHER ACKNOWLEDGE THAT, BUT FOR THE EXECUTION OF THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS HEREOF, THE ZOO WOULD NOT AUTHORIZE ME TO GAIN ACCESS TO THE ZOO VOLUNTEER PROGRAM AND PARTICIPATE IN THE VOLUNTEER ACTIVITIES OF THAT FACILITY.**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name Relationship to Volunteer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Minor Volunteer Printed Name