

Beyond Fences
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Durham, NC 27715
(919) 452-0050
director@beyondfences.org



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.

This release and waiver of liability ("Release") is in favor of, and shall inure to the benefit of Beyond Fences, Inc. ("Beyond Fences"), and Beyond Fences' directors, officers, representatives, agents, successors, assigns, and any and all persons or entities on Beyond Fences' behalf who may be liable (collectively "its representatives") and, further, shall be binding upon the undersigned (the "Volunteer") and his or her hers, personal representatives, successors and assigns. The Volunteer wishes to work as a volunteer for Beyond Fences and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include but are not limited to the construction of outdoor fencing, lifting and loading heavy objects, participation in dog and/or cat adoption events, transporting dogs to and from veterinarian appointments and may expose the Volunteer to dangers both from known risks and unanticipated risks. In consideration of the permission granted to participate in the Activities, the Volunteer hereby freely and without duress executes this Release under the following terms and conditions:

RELEASE, WAIVER, AND ASSUMPTION OF RISK. The Volunteer does hereby release, forever discharge, and indemnify and hold harmless Beyond Fences and its representatives from any and all liability, claims, losses, suits, damages and demands of whatever kind or nature, including death, resulting from or arising out of, or in any manner related to, the Activities, including, without limitation, property damage, illness, bodily or personal injury, and/or death that may be caused by the negligence of Beyond Fences or its representatives. The Volunteer understands that the Activities may include work and occur in locations that may be hazardous to the Volunteer. The Volunteer hereby expressly and specifically assumes the risk of, and accepts the full legal and financial responsibility for injury or harm to his or her person, including death, and damage to personal property that may arise out of or result directly or indirectly from the Volunteer's participation in the Activities. The Volunteer hereby releases Beyond Fences and its representatives from any duty or obligation owed the Volunteer. The Volunteer understands and fully recognizes that this Release discharges Beyond Fences and its representatives from any liability or claim that the Volunteer may have against Beyond Fences that may result from or arise out of Volunteer's participation in the Activities, whether caused by Beyond Fences' negligence or otherwise. The Volunteer hereby waives his or her right to make a claim or file a lawsuit against Beyond Fences in the event of any property damage, illness, bodily or personal injury, or death to Volunteer or any other person that may result directly or indirectly from Volunteer's participation in the Activities.

MEDICAL TREATMENT. The Volunteer understands that Beyond Fences does not assume any responsibility or obligation to provide financial assistance or other assistance, including, without limitation, medical, health, or disability insurance in the event of any illness, bodily injury, or personal injury sustained by the Volunteer. The Volunteer does hereby release, forever discharge, and hold harmless Beyond Fences from any claim whatsoever that arises or may hereafter arise out of or result directly from any first aid, emergency treatment, medical or other services rendered or not rendered in connection with the Volunteer's participation in the Activities.

INSURANCE. The Volunteer understands that Beyond Fences does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

GOVERNING LAW. This Release shall be governed by and interpreted in accordance with the laws of North Carolina.

SEVERABILITY. The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by law and that, in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that clause or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted by law, and further, the invalidity of any clause or provision shall not otherwise affect the validity or enforceability of the remaining clauses and provisions of this Release.

The Volunteer acknowledges that he or she has read and understands all the provisions and the legal consequences of this Release and agrees to abide by the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned has executed this Release the ____ day of _____, 20 ____.

Signature of Volunteer

Printed Name of Volunteer