



Volunteer Agreement

X _____

Please write your FULL NAME above

Thank you for offering your time to volunteer with the Animal Rescue Fund of the Hamptons (“ARF”). The work we do for the animals would not be possible without the help of our volunteers. Please read through the agreement below, ask us any questions, complete the form at the bottom, and return to our volunteer coordinator.

1. Voluntary Acknowledgement and Participation. I acknowledge that I have voluntarily agreed to serve as a volunteer for ARF, a nonprofit corporation organized under the laws of the State of New York, whose mission is to actively rescue cats and dogs, provide quality care, and offer sanctuary until loving homes can be found for them. I offer to perform as a volunteer of my own volition. No one has demanded that I participate in any activity with ARF.

2. Nature and Scope of Services. As a volunteer, I agree to contribute my time and effort to various sanctuary and outreach programs of ARF, and to performing a wide range of Services (collectively, the “Services”). The Services will be performed by me as assigned by an officer, director, employee of ARF, or by their designee, or by our volunteer coordinator. In the course of performing the Services, I agree:

- To comply with all rules and policies established by ARF for its volunteers and its volunteer programs;
- To abide by all directives given to me by my supervisor;
- to complete any required orientation, training, and paperwork relating to my volunteer position;
- to provide as much notice as possible to my supervisor if I am unable to attend a volunteer activity that I agreed to perform;
- To disclose any physical or psychological limitations to appropriate staff before participating in any volunteer activity. Because I may be interacting with animals, both 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, especially at the ARF Adoption Center.
- To treat all ARF staff, volunteers, and animals, with respect and kindness. I will also take steps to protect and preserve all ARF property, tools, and equipment, and shall promptly return all ARF property to ARF when my volunteer relationship ends.
- That my participation as an ARF volunteer can be discontinued by me or by ARF at any time, for any reason, or no reason.

3. Volunteer/No Compensation. I understand and agree that I am a volunteer of ARF, and not an employee, agent, independent contractor, or representative, and that I shall not hold myself out as having any other relationship with ARF other than as a volunteer. This Agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between ARF and me. I agree to be supervised by ARF staff or its designee, and will directly report to my ARF supervisor (or designee) any problems that may arise. I agree to provide my Services without any pay, compensation or benefits.

4. Responsibility for My Own Acts and Omissions. I hereby agree to be legally and financially responsible and will indemnify and hold the Animal Rescue Fund of the Hamptons harmless for my own acts and omissions relating to the service I am voluntarily providing to ARF. 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 ARF during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting an animal. I authorize ARF to seek emergency medical treatment for me in case of accident, injury, or illness. If I am injured while acting as a volunteer, I shall immediately report any injuries to my supervisor.

5. Assumption of Risk. I am voluntarily participating in the activities of ARF 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 or death due to proximity to animals, dangerous equipment, long distance driving, and other considerations. These include, but are not limited to, being bitten, kicked, clawed, tripped, and possibly exposed to zoonotic diseases.

6. Photo, Video and Audio Release. I understand that as a volunteer of the Animal Rescue Fund of the Hamptons, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and to the use by ARF of any recorded images or other media recordings of my name and likeness (“A-V Recordings”) for any purpose related to furtherance of the objectives of ARF, including use in ARF media properties such as its website and social media pages. In particular, I grant ARF permission to copyright and use, reuse, publish, and republish A-V Recordings, without restriction as to changes or alterations, for art, advertising, trade, or any other purpose. Further, I understand that all work product I create in my capacity

as a volunteer for ARF will be the property of ARF, and that ARF will have the sole right to use, sell, license, publish, or transfer any such work product, in any and all media formats, including print, mechanical, and electronic formats. I will disclose any such work product to ARF and hereby assign all rights thereto to ARF, and shall sign any legal or other necessary documents promptly upon request.

7. Confidentiality. During my association with ARF 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 ARF that I develop or learn about during the course of my association with ARF. I understand that this agreement covers all confidential business and technical information, and know-how, of or about ARF which is not generally known to persons outside of ARF 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 medical and other condition or behavior of shelter animals, euthanasia decisions, campaigns, outreach programs, the identity or personal information of an adopter, potential adopter, or person whose record is otherwise accessible to me, credit card information, and information received from others that ARF has agreed to keep confidential. I agree that I will not share any photographs of any ARF animal that is not publicly available, with any third parties, including over Facebook, Twitter, Instagram, or other social media channel.

8. Release. I hereby release, indemnify and hold harmless ARF, its officers, directors, employees, and agents, from any and all claims, damages, and liability arising from or related to my activities as an ARF volunteer under this Agreement, or for any negligent act or omission by ARF, its officers, directors, employees, agents, and volunteers. In connection with my activities as an ARF volunteer, I further agree to release, hold harmless, and indemnify ARF, its officers, directors, employees, agents, and volunteers from any and all claims, damages, and liability arising from my riding as a passenger in any motor vehicle owned or leased by ARF and operated by an employee or authorized agent of ARF.

9. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the volunteer services that I provide to ARF shall be adjudicated by arbitration before the American Arbitration Association by a single arbitrator in the State of New York. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction over the award.

10. 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 ARF, 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 ARF arising herein, including, without limitation, with respect to confidentiality.

11. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

12. Volunteer Acknowledgement of Safety Rules at the Animal Rescue Fund of the Hamptons.

I acknowledge and agree that I have read, understand, and will follow the safety rules for all areas in which I volunteer, including, but not limited to, all Adoption Center animal areas and other departments (Adoption Center, offices, ARF Thrift & Treasure Shop, etc.).

BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OF AGE, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, AND INDICATE MY INTENT TO SIGN AND BE BOUND BY THE TERMS AND CONDITIONS THEREIN.

Dated: _____, 20__

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Sign here