

**COMMUNITY CATS OF BENZIE COUNTY
VOLUNTEER WAIVER OF CLAIMS, RELEASE
AND INDEMNITY AGREEMENT** (updated 6/15/22)

The undersigned Volunteer (the “undersigned” or the “Volunteer” or “you” or “your”) is at least 18 years old, and intends to participate as a non-professional volunteer in certain activities (the “Activities”) of Community Cats of Benzie County, a nonprofit corporation (“CCBC”), which Activities will consist one or more of the following: trapping or assisting in trapping of feral cats and kittens; transportation of trapped cats and kittens to facilities for the performance of veterinary services, including but not limited to spay and neuter operations; transportation of the cats and kittens following the provisions of the veterinary services back to the location from which the cats and kittens were taken; release of the cats and kittens in that location, supervised non-professional activities in connection with the performance of the veterinary care, foster care and socialization of feral kittens and related activities. All Activities will be undertaken by the Volunteer solely upon the direction of an authorized officer or agent of CCBC, as identified below, or subsequently identified by any of the officers or agents identified below.

In consideration of the benefits to be derived by participating in the charitable and community works of CCBC (the sufficiency of which is hereby acknowledged), the undersigned, individually and on behalf of all heirs or other parties claiming through or on behalf of the Volunteer:

1. Waiver of Liability. HEREBY WAIVES all claims, causes of action, damages, losses, liabilities, expenses and suits against CCBC and all officers, members of the Board of Directors, employees and agents of CCBC (jointly and severally, the “Indemnified Persons”), on account of any personal injury, property loss, damage, accident, death, injury or illness suffered by you that arises from, or as a result of, or incidental to, or in connection with, the Activities (each, a “Volunteer Loss”).

2. Covenant Not To Sue and Indemnification: HEREBY AGREES (i) to not sue the Indemnified Persons, or any of them, for any Volunteer Loss, and (ii) to indemnify and hold harmless the Indemnified Persons, and each of them, and to reimburse the Indemnified Persons, and each of them, for any loss, liability, claim, damage and expense (including reasonable attorneys’ fees and expenses) suffered or incurred by the Indemnified Persons in any case arising from, or as a result of, or incidental to, or in connection with, any violation by the Volunteer, the Volunteer’s heirs or anyone acting through or on behalf of the Volunteer of any terms of Sections 1 or 2 of this instrument.

3. Volunteer Information: HEREBY CERTIFIES THAT:

- (a) The Volunteer is in sufficiently good health and physical condition to be able to safely perform the Activities;
- (b) The Volunteer has in effect, and will keep in effect at all times during which the Volunteer may undertake any Activities, automobile liability insurance as required by Michigan law, which will cover any traffic accident or other motor vehicle-related

incident occurring during the course of any Activities undertaken by the Volunteer;

- (c) The Volunteer has been instructed by an authorized officer or agent of CCBC that the Volunteer shall at all times while undertaking any Activities leave all trapped cats and kittens within the traps, shall keep the traps covered during transportation and shall in no event touch, handle or otherwise come into contact with any of the cats, kittens or any other animals (other than the handling of anesthetized cats and kittens at the specific direction of a veterinarian performing the veterinary care) while performing any Activities, and Volunteer agrees to fully and completely abide by such instructions and any other instructions given by any authorized officer or agent of CCBC.

4. Acknowledgement and Acceptance of Risk: HEREBY ACKNOWLEDGES THAT the performance of the Activities may entail risks of accidents, injuries or loss of life, as may any activities involving the trapping, transportation and provision of veterinary care to, feral animals, and the Volunteer has been thoroughly advised of and accepts the risks inherent in the performance of any Activities.

5. No Revocation; Preservation of Terms; Understanding of Terms: AGREES THAT (a) this instrument may not be revoked at any time during which the Volunteer is participating in any Activities and any revocation that is timely made shall be effective only if the revocation is made in writing, signed by the undersigned and delivered to an authorized officer or agent of CCBC, (b) if any provisions of this instrument is held invalid or unenforceable, the other provisions of this instrument will remain in full force and effect, and (c) the undersigned has carefully read and understands all of the terms of this instrument (including, without limitation, the waiver of liability, the indemnification obligation, and the acknowledgement and acceptance of risk set forth above). By executing this document, I am agreeing to be bound by the terms of the Addendum, Release of Liability And Assumption of Risk Relating To Coronavirus/ COVID-19, attached hereto.

Executed this ___ day of _____, 202__.

Signature of volunteer

Printed name (volunteer)

Signature of witness:

Printed name (Witness)