

Horses Healing Hearts, Inc.
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Danville, CA 94506
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Volunteer Agreement

Thank you for offering your time to volunteer with Horses Healing Hearts, Inc. ("3H"). Without your help, the work we do for the horses would not be possible.

Please read the agreement below, complete the form at the bottom and return it to 3H.

1. *Voluntary Acknowledgement and Participation.* I acknowledge that I have voluntarily agreed to serve as a volunteer for 3H, a nonprofit corporation organized under the laws of the State of California, whose mission is to save as many horses from abusive situations, feed lots, eventual slaughter, and to provide an alternative for owners who cannot care for their horse to surrender them to our care. I am referred to as a "Volunteer." I offer to perform as a Volunteer of my own volition. No one has demanded that I participate in any activity with 3H.

2. *Nature and Scope of Services.* As a Volunteer, I will be contributing my time and effort to various rescue and outreach programs of 3H and performing a wide range of Services (collectively, the "Services"). The Services will be performed by me as assigned by an officer, director, employee or another volunteer of 3H.

In the course of performing the Services, I agree:

- To read the Volunteer Handbook (if applicable) and complete all required orientation, training, and paperwork relating to my volunteer position(s).

- To disclose any physical or psychological limitations to appropriate staff before participating in any activity. Since 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. In the interest of the safety of the animals, staff, and volunteers, I acknowledge that 3H has the right to revoke volunteer privileges if these rules and regulations are not followed.

- To treat all 3H staff, volunteers, the animals, property, tools, and equipment with respect and kindness. I will also return all 3H property when my volunteer relationship ends.

- That either I or 3H can terminate this relationship at will.

3. *No Compensation.* I agree to provide my Services without compensation. I will not be compensated for my efforts nor am I an agent or contractor of 3H. I agree that I am not and will not become an employee, partner, agent, contractor or principal of 3H upon execution of this agreement or the performance of the Services.

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4. *Responsibility for My Own Acts and Omissions.* I hereby agree to be legally and financially responsible and will indemnify and hold 3H harmless for my own acts and omissions relating to the service I am voluntarily providing to 3H. 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 3H during the performance of my volunteer duties and tasks, including when driving a vehicle or transporting an animal.

5. *Assumption of Risk.* I am voluntarily participating in the activities of 3H 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 horses and other animals, and such work entails risk of personal injury due to proximity to animals, dangerous equipment, long-distance driving, and other considerations. These include, but are not limited to, being bitten, kicked, tripped, and possibly exposed to zoonotic diseases.

6. *Photo, Video and Audio Release.* I understand that as a volunteer of 3H, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and to the use by 3H 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 3H, including use in 3H media properties such as its magazine and websites. In particular, I grant 3H 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 3H will be the property of 3H and that 3H 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. I will disclose any such work product to 3H and assign all rights thereto to 3H.

7. *Release.* As consideration for being permitted by 3H to participate in activities and provide Services, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of 3H for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by any employee, agent, contractor, or representative of 3H as a result of my participation in activities and performance of the Services and any A-V Recordings.

I hereby release 3H from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in activities and performance of the Services and any A-V Recordings.

8. *Confidentiality.* During my association with 3H 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 3H that I develop or learn about during the course of my association. I understand that this agreement covers all confidential business and technical information and know-how of or about 3H which is not generally known to persons outside of 3H 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 condition of sanctuary animals, campaigns, outreach programs and information received from others that 3H has agreed to keep confidential.

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9. I have read this Release Agreement and fully understand that I will relinquish all claims or actions known now or in the future against 3H. I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of a 3H staff member. If, for any reason paragraph 12 below is deemed unenforceable and this Agreement is construed in accordance with the laws of the State of California, it is expressly understood and agreed that I am hereby waiving and surrendering my rights pursuant to Section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims which a creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. *Arbitration.* Any controversy or claim arising out of or relating to this agreement or its breach will be settled by arbitration in the State of California in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

11. *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 3H, 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 3H arising herein with respect to confidentiality and use of my work products and/or A-V material as authorized above.

12. *Governing Law.* This agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles.

Name: _____

Phone: _____

E-mail: _____

Mailing address: _____

City State Zip: _____

Volunteer Acknowledgement of Safety Rules and Guidelines at 3H.

I acknowledge that I have read, understand and will follow the safety rules and guidelines for all animal areas at 3H.

By: _____

Date: _____

Name: _____

Horses Healing Hearts, Inc. Safety Rules and Guidelines

These guidelines are designed to ensure a safe environment for the animals here at 3H, and also for our visitors and staff. Please study them and abide by them.

- Let us know if you have any health or physical issues of which we should be aware.
- Please avoid any work or activity that might cause or exacerbate back, knee or other pain; physical injuries or limitations; or allergies. Please consult with your doctor about precautions for your particular condition.
- When volunteering in an animal area, don't go beyond your own "comfort zone." Some days it can get hot, so be sure to drink plenty of fluids.
- For the safety of both people and animals, children 5 years and younger are not able to volunteer.
- Children between the ages of 6 and 17 may volunteer at the discretion of the staff if the child is accompanied by a parent or guardian at all times.
- Non-staff members are allowed in the animal areas of the property only during normal business hours: Monday through Saturday 8:15 am to 11:30 am and 1:15 pm to 4 pm. The animal areas are closed on Sundays.
- It is important to wear clothing that is appropriate to this environment and to the work that you are doing. Closed-toe shoes and long pants are a requirement for volunteering in any of the animal areas. For your own protection, long pants, a shirt that will protect you from scratches and sunburn, and a hat are strongly recommended when volunteering with the animals.
- When you arrive at, please check in with the designated volunteer coordinator or staff person.
- Never enter an area containing an animal without proper permission.
- Do not feed the animals treats without prior approval; some of the animals are on special diets or can be food-aggressive.
- Do not place your face in harm's way. If you put your face too close to an animal, he/she may turn or jump quickly, causing injuries.
- When entering or leaving a pasture and/or stall, be sure to close and latch the gate behind you.
- Please be aware that your behavior will have an effect on the horses. Calm and gentle behavior has a soothing effect. Loud noises, exaggerated gestures, running, and horseplay tend to disturb the horses.
- Any injury, however small, either to a horse or to yourself, should be reported at once to the supervisor of the rescue.
- Good hygiene can prevent the spread of illness. To protect your health and the health of our animal friends, please wash your hands after working with the animals and before leaving the animal area.

Horses Healing Hearts, Inc. Safety Rules and Guidelines

- If you observe a situation with an animal at 3H of which you do not approve, please inform a staff supervisor. They will notify the proper authority.

The following is a list of potential tasks that volunteers may be asked to do:

- Feeding and watering
- • Restocking feed: hay and grain
- • Mucking and raking
- • Cleaning the truck and trailer
- • Cleaning feed buckets and pans
- • Daily cleaning
- • Cleaning and oiling tack
- • Fence maintenance

Thank you for volunteering your time, and for caring about the horses.

We appreciate your time and commitment.