



CITY OF CASTROVILLE
ANIMAL CONTROL IMPOUNDMENT FACILITY
VOLUNTEER WAIVER AND HOLD HARMLESS AGREEMENT

1. I understand that the City of Castroville (Castroville) Animal Control operates an animal impoundment facility at _____ (address), for animals picked up by animal control personnel, to assist with recovery of lost animals, and to find homes for animals that can be adopted.
2. I also understand that the City allows volunteers to assist with the operation of the facility in an effort to provide more care, encourage adoption, and reduce rates of euthanasia.
3. I am aware that there are inherent risks associated with working with animals, and while the City takes every reasonable precaution above and beyond the requirements of State law, those risks can never be wholly eliminated.
4. a. In consideration for being permitted to volunteer with the City of Castroville at the City of Castroville animal impoundment facility, I hereby release, indemnify and hold harmless the City, its officers, servants, agents, and employees from any and all liability, claims demands, actions, and causes of action (including claims for court costs and attorneys' fees) whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me or to any property belonging to me, whether caused by the negligence of the City of otherwise, while volunteering at or as a representative of the City of Castroville animal impoundment facility, or while in, on or upon the premises.
b. In the event that I take temporary custody or possession of an animal being housed in the City of Castroville animal impoundment facility, I hereby release, indemnify, and hold harmless the City, its officers, servants, agents, and employees from all damages, expenses, suits, actions, administrative fines, sanctions and claims of every kind and character whatsoever, in any manner arising out of my possession of the animal provided by the City. It is my intention to absolve the City, its officers, agents and employees from any liability asserted by any third parties concerning my possession of the animal provided by the City. Should any person, organization, or subdivision of the state or federal government at anytime in the future make any claim against the City, its officers, agents or employees, or file any nature of legal action against the City, its officers, agents or employees in any way arising out of or based upon my temporary possession of the animal at issue, I agree to and will, indemnify and hold harmless the City, its officers, agents and employees from any and all liability and agree to pay in full all reasonable legal expenses, which includes cost of defense and any amount awarded such person or organization against the City, its officers, agents or employees arising out of any such future claim or legal action.
5. I am fully aware of the risks and hazards connected with volunteering at the City of Castroville animal impoundment facility, and I voluntarily assume full responsibility for any risk of loss, property damage, or personal injury that may be sustained by me, as a result of being engaged in such activity.
6. I agree to abide by the standard operating procedures of the City of Castroville animal impoundment facility, the instructions given by staff of the City of Castroville animal impoundment facility, and any instructions from other City employees or officers. I understand that volunteering for the City of Castroville animal impoundment facility is a



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privilege and not a right, and I may be required by City personnel to leave the premises at any time, for any reason.

7. I understand that minors must be accompanied by a parent or guardian at all times while volunteering for the City of Castroville animal impoundment facility. I understand that outside pets are not allowed.
8. I understand that the City of Castroville may conduct a background check on me.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Driver's License Number of Volunteer: _____ State: _____

 Printed Name of Volunteer

 Signature of Volunteer

 Today's Date

 Volunteer's Daytime Telephone Number



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City of Castroville Animal Control Staff ONLY

Check (City of Castroville Animal Control Staff to initial each area):

- _____ A copy of the volunteer's driver's license is attached
- _____ The volunteer is 18 years old or older.
- _____ This form was not used for a minor (i.e. an individual under the age of 18 years)
- _____ The volunteer was informed of his/her start date.

Signature of Approving Staff

Date

****This form is not complete until City of Castroville Animal Control staff
checks off the above items. ****