**VOLUNTEER RELEASE, WAIVER AND INDEMNIFICATION**

The undersigned volunteer, his/her parent(s) or legal guardian, if under the age of 18 years, does/do hereby execute

this release, waiver, and indemnification for himself/herself/themselves and his/her/their/heirs, successors, representatives, and assigns, thereby agree to the following:

1. I acknowledge that animal rescue operations (including "trap-neuter-return" operations), caring for, fostering and adopting animals entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death to myself and other persons, and also property damage. Risks include, among other things: bites, scratches, torn skin, bruises, diseases, and damaged clothing or other property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks resulting from my participation in the activities conducted by Washington Heights Cat Colony (aka WaHi Cats) or as a result of trapping or other contact with or the fostering or adoption of, an animal. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Washington Heights Cat Colony, its directors, officers, employees, and agents, from any and all claims, demands, or causes of action which are in any way connected with my participation in the activities of the Washington Heights Cat Colony, my use of their equipment or facilities, my fostering or adopting an animal, or my volunteering at this animal rescue operation. Should Washington Heights Cat Colony or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself.
5. In the event that I file a lawsuit, I agree to do so solely in the state of New York, and further agree that the substantive law of New York shall apply in this action.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim from which I have released them herein.

I have had sufficient time to read this entire document, understand its contents, and I agree to be bound by its terms.

I certify that the statements made above are true and have been given voluntarily. I understand that this information will be held in the strictest confidence, and I release Washington Heights Cat Colony from any liability whatsoever for supplying such information. I also understand that I will not be paid for my services as a volunteer. My services are furnished without any employment-type benefits, including employment insurance programs, worker’s compensation accrual in any form, vacations, or sick time.

I understand that any and all foster animals in my care while I am volunteering belong to Washington Heights Cat Colony and must be returned to their adoption coordinator immediately upon request.

**Signature of Volunteer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Parent or Guardian if volunteer is a Minor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMERGENCY CONTACT INFORMATION:**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***WaHi Cats (Washington Heights Cat Colony) is a 501(c)(3) nonprofit dedicated to TNR (trap-neuter-return) in northern Manhattan.***

***(NYS RESCUE REGISTRATION #RR215)***