



**CITY OF UNION CITY
FERAL/STRAY CAT CONTROL
VOLUNTEER RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration for being permitted to participate in the City of Union City's (the "City") Trap-Neuter-Return ("TNR") program, which, without limitation, shall entail the trapping, handling, neutering, vaccinating, caretaking and transporting of feral and stray cats (the "Services"), I understand and hereby agree to the following terms and conditions:

ASSUMPTION OF RISK. I am voluntarily participating in the City's TNR program 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. I understand that I may come into contact with, and otherwise interact with, animals. Further, I understand that the Services entail risk of personal injury and damage to personal property including, without limit:

- Injuries related to trapping, transporting and handling feral and/or stray cats;
- Exposure of animals at home to disease and/or parasites;
- Injuries related to lifting animals, food, litter or equipment;
- Exposure to cleaners, latex gloves, bleach, parasite control products;
- Exposure to or incidents relating to the public (outbursts, inappropriate contact);
- Slips/trips/falls on the street during trapping activities or resulting from wet floors or equipment;
- Internal or external parasites (i.e. ticks, fleas ring worms); and
- Zoonotic illnesses (human illnesses contracted from animals).

INDEMNIFICATION. I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD THE CITY ITS COMMISSIONERS, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, ATTORNEYS, CONSULTANTS, AND INDEPENDENT CONTRACTORS ("INDEMNITEES") HARMLESS FROM ANY AND ALL LIABILITIES, SUITS, OBLIGATIONS, FINES, DAMAGES, PENALTIES, CLAIMS, CHARGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND DISBURSEMENTS) (COLLECTIVELY, "DAMAGES") THAT MAY BE IMPOSED UPON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE INDEMNITEES ARISING OUT OF, OR RELATED TO, MY PARTICIPATION IN THE CITY'S TNR PROGRAM, WHETHER OR NOT SUCH DAMAGES ARE DUE TO THE NEGLIGENCE OF CITY OR OTHERWISE. FURTHER, IT IS A CONDITION OF THIS AGREEMENT THAT THE CITY ASSUMES NO LIABILITY FOR ANY SUITS, OBLIGATIONS, FINES, DAMAGES, PENALTIES, CLAIMS, COSTS, CHARGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) TO EITHER PERSONS OR PROPERTY ON ACCOUNT OF MY PARTICIPATION IN THE CITY'S TNR PROGRAM, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

RELEASE. ON BEHALF OF MYSELF, MY HEIRS, OR ASSIGNS, I HEREBY RELEASE, REMISE AND FOREVER DISCHARGE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS WHICH I MAY HAVE AGAINST THE CITY, ANY OF THE INDEMNIFIED PARTIES, AND THEIR AFFILIATES, PARTNERS, SERVICE PROVIDERS, VENDORS AND CONTRACTORS AND EACH OF THEIR RESPECTIVE AGENTS, ATTORNEYS, SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES BASED ON ANY ACT, EVENT OR OMISSION, AND FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH THE CITY'S TNR PROGRAM NOW OR IN THE FUTURE.

NO COMPENSATION. I agree to provide the Services without compensation. I will not be compensated for my efforts nor am I an agent or contractor of the City. I agree that I am not and will not become an employee, partner, agent, contractor or principal of the City upon execution of this Agreement or the performance of the Services.

PHOTO, VIDEO AND AUDIO RELEASE. I understand that as a volunteer the City's TNR program, I may be recorded on film, video or other electronic recorded images or other media recordings of my name and likeness ("A-V Recordings") for any purpose related to furtherance of the objectives of the City, including, without limitation use on the City's social media and/or website. I grant the City 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 the City will be the property of the City and that the City 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 the City and assign all rights thereto to the City.

SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, in whole or in part, such determination shall not affect the validity of the remaining terms and provisions of this Agreement.

MISCELLANEOUS. I acknowledge and agree that the terms and conditions of this Agreement, and the waivers and releases herein, shall survive and continue in perpetuity, notwithstanding the termination of this agreement and/or end of the Services. I understand that my participation as a volunteer with the City's TNR Program is contingent upon my agreeing to this waiver and release.

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I have carefully read this Release and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Union City, and that I sign it on my own free will. I understand and acknowledge that by providing my signature below, I am certifying that I agree to all of the above terms and conditions.

Volunteer Name (Print): _____

Cell Phone Number: _____

Alternate Contact Number: _____

Volunteer Signature: _____

Date: _____

THE SIGNATURE OF A LEGAL GUARDIAN IS REQUIRED IF VOLUNTEER IS UNDER 18:

I certify that I have legal custody and/or that I am the legal guardian by court order of the minor child named above, and that my minor may participate in the City's TNR program.

I have carefully read this Release and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Union City, and that I sign it on my own free will. I understand and acknowledge that by providing my signature below, I am certifying that I agree to all of the above terms and conditions.

Legal Guardian Name (Print): _____

Cell Phone Number: _____

Alternate Contact Number: _____

Additional Emergency Contact Number: _____

Legal Guardian Signature: _____

Date: _____