



# Villalobos Rescue Center

PO Box 771127  
New Orleans, LA 70177

## **Volunteer Consent, Release of Liability, Hold Harmless and Indemnification Agreement**

My signature below, and my initials on each page of this Agreement, indicates that I have read, completely understand and voluntarily agree to all of the following:

1. I acknowledge and understand numerous people wish to volunteer at Villalobos Rescue Center and apply for the opportunity to do so. I understand that I have been selected from a large pool of applicants to participate in a hands-on volunteer program and I willingly and voluntarily agree to be a volunteer for Villalobos Rescue Center, a non-profit 501(c)(3) corporation. I understand that I am able to quit, or cease participating in, the volunteer program at any time.

In consideration for being allowed to participate in the Villalobos Rescue Center volunteer program, I, on behalf of myself, my successors, assigns, heirs and representatives, fully release Tia Maria Torres/Villalobos Rescue Center from any and all liability from negligence and agree to defend, indemnify and hold Tia Maria Torres/Villalobos Rescue Center harmless from any claim or lawsuit relating to, or arising out of, my volunteer activities. I understand that further details relating to my release of liability, hold harmless and indemnification obligations are explained in the remaining paragraphs of this Agreement.

I, \_\_\_\_\_, hereby agree that I am providing volunteer unpaid services to Villalobos Rescue Center by assisting with and performing all aspects of dog care (including, but not limited to, walking, handling, bathing, feeding, watering, grooming, etc.) and other physical and potentially strenuous activities (including, but not limited to, cleaning kennels and facilities, constructing and deconstructing kennels, and performing maintenance and related functions.) I understand and agree that I am NOT an employee of Tia Maria Torres/Villalobos Rescue Center and as such, I am not entitled to any compensation, wages, or benefits.

2. I understand and acknowledge that the majority of the dogs at Villalobos Rescue Center are "pit bull" type dogs but that other breeds of dogs, or other animals, may also be present.

**I understand and agree that Tia Maria Torres/Villalobos Rescue Center is not responsible for any disease, illness, or injury to me, or any members of my family, caused by any dog or animal that I come into contact with during my volunteer activities and I, on behalf of myself, my successors, assigns, heirs and representatives, fully release Tia Maria Torres/Villalobos Rescue Center from any and all liability stemming from any disease, illness or injury incurred as a result of, or related to, my volunteer services, whether or not caused, or contributed to, by the negligence of Tia Maria Torres/Villalobos Rescue Center.**

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Volunteer Initials

3. I certify I am in good physical health and have no physical or mental disabilities or medical condition that might hinder me in rendering my volunteer services, or that I have provided a

written and signed attachment describing my limitations so Villalobos Rescue Center can discuss with me the functions that I can perform and any assistance that may help me perform such functions.

4. I understand and agree that the behavior of dogs can be unpredictable and that some are capable of inflicting **serious personal or bodily injury, temporary or permanent disability, disfigurement, loss of limb, or even death**, as well as significant property damage. I acknowledge that Tia Maria Torres/Villalobos Rescue Center cannot guarantee the temperament and/or behavior of any dog at all times and under all circumstances. I completely understand and acknowledge that certain dogs may be aggressive toward each other and that fights amongst the dogs may occur. I completely understand and acknowledge that certain dogs may redirect such aggression toward their human handler or bystanders.

**In the event of injury, disability, disfigurement, loss of limb, or death, I, on behalf of myself, my successors, assigns, heirs and representatives, fully release Tia Maria Torres/Villalobos Rescue Center from any and all liability stemming from any injury or death which could occur as a result of, or related to, my volunteer services, whether or not caused, or contributed to, by the negligence of Tia Maria Torres/Villalobos Rescue Center.**

5. I understand and acknowledge that my volunteer services will be rendered in a geographic area that experiences inclement weather including, but not limited to, storms, hurricanes, flash flooding, tornadoes, and other natural disasters that could result in **serious personal or bodily injury, drowning, or death by other causes**. I understand and agree Villalobos Rescue Center has no control over inclement weather and cannot ensure my safety if such conditions occur.

**In the event of injury, drowning, or death by other causes, I, on behalf of myself, my successors, assigns, heirs and representatives, fully release Tia Maria Torres/Villalobos Rescue Center, from any and all liability stemming from any injury or death which could occur as a result of, or related to, inclement weather or natural disaster, whether or not caused, or contributed to, by the negligence of Tia Maria Torres/Villalobos Rescue Center.**

6. I understand and agree that Tia Maria Torres/Villalobos Rescue Center is not in a position to control the actions of third parties. I understand that, as in any city, crime exists in New Orleans, and other areas where volunteer services may be performed, and that I am solely responsible for my safety while traveling to and from Villalobos Rescue Center, and throughout the duration of my stay and volunteer activities. I understand and acknowledge that Villalobos Rescue Center cannot guarantee my personal safety and cannot guarantee that injuries and damages will not occur.

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Volunteer Initials

**I, on behalf of myself, my successors, assigns, heirs and representatives, fully release Tia Maria Torres/Villalobos Rescue Center, from any and all liability stemming from any damages, injury or death which could occur as a result of, or related to, actions of third parties, whether or not caused, or contributed to, by the negligence of Tia Maria**



**Torres/Villalobos Rescue Center.**

7. I acknowledge and understand as a volunteer of Villalobos Rescue Center, I am not covered by workers' compensation or any other insurance policy through the Villalobos Rescue Center for any damages or injuries I may sustain at any time, whether on or off the premises. I understand I am responsible for obtaining and paying for health insurance coverage through an independent health insurance company. I acknowledge and understand that injuries, and even death, can occur in the course of my volunteer activities. I authorize Villalobos Rescue Center, or any Director, Officer, employee, agent or representative of Villalobos Rescue Center, to grant permission to proceed with any medical or emergency care on my behalf and understand I am solely financially responsible for any and all such medical or emergency care, whether or not such care, in hindsight, was actually required.

8. I voluntarily agree and completely understand that Tia Maria Torres/Villalobos Rescue Center, can at any time, with or without cause, and with or without notice, written or verbal, dismiss or stop using any volunteer for any reason deemed appropriate, or for no reason at all. I acknowledge that Tia Maria Torres/Villalobos Rescue Center has absolute authority in ending my volunteer services and need not provide a reason or justification for doing so.

9. In consideration for being allowed to participate in the volunteer program, **I understand and hereby voluntarily and knowingly waive the right to pursue or file any lawsuit, or make any claim, whether related to the dismissal or termination of my volunteer services, or for any other reason related to, or arising out of, my volunteer services.**

10. In consideration for being allowed to participate in the volunteer program, I hereby agree to **release, defend, hold harmless, and indemnify Tia Maria Torres/Villalobos Rescue Center, its Officers, Directors, employees, contractors, volunteers, representatives, donors, contributors, agents, and persons from any and all losses, claims, obligations, costs, damages and liability arising from, or related to, my activities as a Villalobos Rescue Center volunteer, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments Tia Maria Torres/Villalobos Rescue Center incurs.**

**Should any lawsuit, or any other claim, be presented or filed at any time, I understand that "hold harmless" and "indemnify" means I will pay all financial charges, costs, judgments, and expenses, including any and all attorneys' fees, incurred by Tia Maria Torres/Villalobos Rescue Center, associated Officers, Directors, employees, and representatives, as well as my own, under any circumstance which has lead to such lawsuits or claims.**

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Volunteer Initials



11. In consideration for being allowed to participate in the volunteer program, I further agree to **release, defend, hold harmless, and indemnify Tia Maria Torres/Villalobos Rescue Center**, its Officers, Directors, employees, contractors, volunteers, representatives, donors, contributors, and agents, **from any and all losses, claims, obligations, costs, damages and liability arising from my riding as a passenger in any motor vehicle owned or leased or used by Villalobos Rescue Center, its Officers, Directors, employees, contractors, donors, volunteers, representatives, contributors, and agents, and operated by any of them.**

12. I understand and agree that the Villalobos Rescue Center website, internal files and records, including names and addresses of Directors, Officers, employees, volunteers, donors, contributors, applicants, membership lists and similar data are the sole property of Villalobos Rescue Center, and that unauthorized disclosure of such information, its appropriation or use, and/or changes or alterations to it may constitute a criminal and/or civil offense.

I also understand and agree that certain information learned during my volunteer services may be confidential or proprietary in nature. I acknowledge and agree to not divulge or reveal any information learned during my volunteer services except as needed for performing volunteer services. **I acknowledge and agree to not divulge or reveal or use any information, including without limitation, posting such information to Facebook, Twitter or other social media tools.** I understand and agree that Villalobos Rescue Center may pursue any and all legal remedies and agree that an injunction is appropriate for any violation of this provision.

13. I understand and agree that Villalobos Rescue Center may take photographs and/or audio or video record during the performance of my volunteer services. In consideration for being allowed to participate in the volunteer program, and by agreeing to volunteer at Villalobos Rescue Center, I hereby grant Villalobos Rescue Center the irrevocable right and permission to photograph and/or audio or video record me in connection with my volunteer services and to use the photographs and/or recordings for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

14. I understand and agree that as a Volunteer, I will be expected to treat Villalobos Rescue Center, its Officers, Directors, employees, contractors, volunteers, representatives, donors, contributors, and agents with respect. I understand and agree that Villalobos Rescue Center will not tolerate unprofessional, discriminatory, harassing or “bullying” type behavior.

15. I understand and agree that if I fail to comply with any of the terms of this agreement or am otherwise unable to meet and/or adhere to the rules, policies and requirements of the volunteer program at Villalobos Rescue Center, I will be terminated from the Program.

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Volunteer Initials



16. Should any part of this Volunteer Consent, Release of Liability, Hold Harmless and Indemnification Agreement be held invalid or unenforceable, the remaining portions shall remain valid to the fullest extent permitted by law.

I REPRESENT THAT I AM OVER EIGHTEEN YEARS OF AGE AND ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND I FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND THAT IT IS BINDING AND ENFORCEABLE BY LAW.

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

If Minor, Name of Parent Consenting: \_\_\_\_\_

Signature (of parent if for minor): \_\_\_\_\_

Date: \_\_\_\_\_



# Hi Everyone!

Thank you for volunteering with Villalobos Rescue Center NOLA. **Please take the time to read this email (I know that it is rather lengthy), but it has important information in it.**

You don't need a reservation, but you will need to know this information below first.

This dog walking program in the evenings goes on rain or shine, seven days per week. These dogs need to get out of their kennels so we have no choice but to take them out no matter how bad the weather is.

We ask that everyone please arrive no earlier than 6:45 pm and no later than 7:00 pm, please try to be on time.

I have pasted below the address for anyone who needs to use GPS or Google Maps for directions for the area.

North Claiborne Avenue turns into Judge Perez Boulevard if you are coming from Chalmette just over the bridge and where the bar is.

The warehouse is literally right off the Claiborne Bridge on the Poland side. The closest cross street is Kentucky Avenue, but the largest cross street is Poland Avenue.

ADDRESS:

**4525 North Claiborne Avenue**

**New Orleans, LA 70117**

**e-mail Christy at [louisianapitbullrescue@gmail.com](mailto:louisianapitbullrescue@gmail.com) for more information**

Those of you that are joining us for the first time:

\*\*\*Please make sure when you arrive, to fill out a Volunteer release form before you start walking any dogs. **I have attached a copy of the form if you can bring the signed form for each person in your party, and please bring your government ID as well. There is an open lot on the side of the rescue, please park there instead of along the street.**\*\*\*

**PLEASE TAKE WEATHER PRECAUTIONS:** It is this time of year. It is getting hot this time of year and we don't want anyone to suffer, 2 or 4 legged. Please pack water for you or your group, dress accordingly.

We suggest that you dress comfortable and wear tennis shoes. Sandals and flip flops are not appropriate as there may be rocks and cement where you are walking at. **You will not be able to walk if you have on open**

**shoes.** This is a safety precaution, and take it serious.

We ask that you not bring any extra people with you, as we are trying to keep this as organized as possible. Instructions will be given to everyone before we get started so you all will have an idea of how things are being handled and any policies that must be followed.

We are now able to accommodate children (8 years old or older), but they must be accompanied by a parent and will NOT be allowed to hold the leash for children under the age of 18. We do not recommend children of infant and toddler ages to come out during this program.

I do want to thank you all so much for taking time out of your evening to help out. I know the Villalobos gang appreciates it and the dogs LOVE it! Just a reminder\* - Villalobos is always in need of towels and blankets! If you are interested in bringing anything that you want to donate - bring it with you!

You can see photos from the day on our Facebook page: [www.facebook.com/nolapawstowalk](http://www.facebook.com/nolapawstowalk) or search Paws To Walk.

**Christy  
Villalobos Rescue Center  
NOLA Facility**