



THE HEALTHY HEARTS and PAWS PROJECT



"Doing Our Part To Save Their Lives"

909 Martin Luther King Blvd. • Warren, OH 44485 • 234.855.5847

HealthyHeartsProject.org

Healthy Hearts and Paws Project ("Healthy Hearts") Volunteer Agreement (Parent/Guardian and Minor Child)

I, _____, represent that I am:

1. _____ the parent or legal guardian of, _____, a minor child, with full authority to supervise and enter into agreements on the minor child's behalf; and/or
2. _____ a guardian with full authority to supervise _____, a minor child.

In consideration of being offered the opportunity for myself and/or the minor child to participate in Healthy Hearts activities as a volunteer, I agree individually and on behalf of the minor child as follows:

- 1. I will follow the rules.** I will abide by all policies, procedures and instructions as adopted by Healthy Hearts or described to me by its agents, with the understanding that these rules may change from time to time.
- 2. I will supervise the minor child.** I understand that it is my sole responsibility to supervise the minor child while participating in Healthy Hearts activities. I agree not to leave the minor child unattended or rely on Healthy Hearts agents to supervise the child at any time while participating in Healthy Hearts activities.
- 3. I authorize emergency treatment.** I give permission to Healthy Hearts, in its discretion, to call the police, fire/rescue, or emergency medical services and to transport me and/or the minor child to any hospital or medical center in the event of a medical emergency. I authorize emergency medical transport and treatment and accept full financial responsibility for such emergency transport and treatment rendered to myself or the minor child.
- 4. I will make no public statements or contracts.** I understand that I have no authority to make public statements on Healthy Hearts' behalf, to enter into contracts for Healthy Hearts, or to otherwise obligate Healthy Hearts in any way.
- 5. I am not an animal cruelty or other violent offender.** I have never been charged with or convicted of any offense related to the cruelty, abuse, neglect or abandonment of animals, or any other violent or sexual criminal offense.

6. I can be terminated. I understand that Healthy Hearts may terminate my volunteer activities at any time, with or without cause. Upon termination, or upon my voluntary resignation, I will immediately return all animals, equipment, records and other property owned by Healthy Hearts.

7. I will keep information confidential. I will not disclose, or authorize or permit anyone else to disclose any information relating to the operation of Healthy Hearts, or its business or financial condition, including but not limited to its policies, practices, financial records, business records, donor lists, personnel documents, minutes, books, recordings, photographs, videos, computer data or information, or copies of any of the foregoing. This restriction shall apply even after am no longer acting as a volunteer for Healthy Hearts for any reason.

8. My image may be used. I irrevocably grant permission to Healthy Hearts to use any photograph, video, sound recordings or quote taken of or made by me relating to my volunteer activities with the organization without prior review, reimbursement, or compensation of any kind.

9. I accept the risks. On behalf of myself, the minor child, and our heirs, assigns, executors and administrators, I hold harmless and indemnify Healthy Hearts, its directors, officers, agents, volunteers and employees, from any and all losses, claims, actions or proceedings of every kind and character, including claims for negligence and for damages of any kind, including damage to property, personal injury or death to me or to third parties which may arise directly or indirectly from my presence at properties controlled or used by Healthy Hearts, my handling or being in the vicinity of animals, or my participation in any volunteer activities. Since I am not an employee of Healthy Hearts, I understand that there is no worker's compensation or insurance coverage for any injury, illness, loss or damage arising out of my volunteer activities. Healthy Hearts encourages all volunteers to maintain their own medical, property and life insurance coverage while serving as a volunteer, as all costs for injury or loss are my personal responsibility.

10. Reimbursement policy. I understand that I will *only* be entitled to reimbursement for out-of-pocket expenses when I have previous written permission from authorized officers of Healthy Hearts and can provide receipts as proof for each expenditure. Otherwise, I am personally responsible for any expenditure I make while volunteering for Healthy Hearts.

11. Remedies. Healthy Hearts may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement. Healthy Hearts' rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. I agree that Healthy Hearts's remedies at law for any violation of the terms of this Agreement are inadequate and that Healthy Hearts shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Healthy Hearts may be entitled, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Healthy Hearts' remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In the event of legal action arising from this agreement, I shall pay Healthy Hearts' costs and attorney fees, whether incurred prior to or after legal action is filed.

