



Victoria County

Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the “Release”) executed on (date) _____ by _____ (“Volunteer”) releases Victoria County, (“County”) a government entity organized and existing under the laws of the State of Texas and its officials , officers, employees, and agents. The Volunteer desires to provide volunteer services for County and engage in activities related to serving as a volunteer for Victoria County Animal Control, a department of Victoria County, Texas, acting pursuant to Chapter 826 of the Texas Health and Safety Code.

Volunteer understands that the scope of Volunteer’s relationship with the County is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that County will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to the County.

1. **Waiver and Release: I, the VOLUNTEER, release, indemnify and forever discharge and hold harmless COUNTY, elected officials, employees, and other volunteers from and against any and all liabilities, suits, actions, claims, proceedings, damages, judgments, awards, penalties, costs and/or expenses, and demands of whatever kind and nature, either in law or in equity, including but not limited to reasonable attorney’s fees, of whatsoever nature, past, present, or future (collectively, “Liabilities”), which in any way arise out of, related to, or may hereafter arise from the services I provide to COUNTY. The obligations of VOLUNTEER under this Release shall apply to Liabilities even if it is alleged or proved that the incident in question was caused in whole or in part by the negligence of COUNTY, elected officials, employees and volunteers. I understand and acknowledge that this Release discharges COUNTY from any liability of claim that I may have against COUNTY with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to COUNTY or occurring while I am providing volunteer services. IT IS INTENDED AND AGREED THAT THIS INDEMNITY PROVISION SATISFIES THE “EXPRESS NEGLIGENCE RULE”.**
2. **Insurance:** Further I understand that County does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of County beyond what may be offered freely by County in the event of such injury or medical expenses incurred by me.
3. **Medical Treatment:** I hereby release and forever discharge County from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with County.

4. Assumption of Risk: I understand that the services I provide to County may include activities that may be hazardous to me including, but not limited to, working in close contact with shelter animals, cleaning cages, feeding, watering, and grooming shelter animals, and other activities which may involve inherently dangerous activities. As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and release County from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.

5. Photographic Release: I grant and convey to County all right, title and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by County in connection with my providing volunteer services to County.

6. Other:

As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

Volunteer shall furnish to the Commissioners' Court of Victoria County such volunteer releases and waiver as may be required from time to time.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signed this _____, 20____

(Signature)

(Print Name)

(If Volunteer is under the Age of 18, a parent or guardian must sign and form should be modified accordingly.)