

Farmington Animal Services

Waiver of Liability

Please Read Carefully BEFORE Signing

Agreement for Assumption of Risk, Waiver and Release of Liability and Indemnification

It is the purpose of this Agreement to exempt, waive and relieve the Farmington Regional Animal Shelter and the City of Farmington, its members, staff, sponsors, and volunteers (collectively referred to as "FRAS") from liability for personal injury and property damage arising from the actions of FRAS as a result of any cause. In consideration of being allowed to participate in the activity covered by this Agreement the undersigned Participant acknowledges and agrees as follows:

Participant desires to participate in the following activity either sponsored by FRAS or taking place at FRAS premises:

Volunteer activities, including: dog walking, cattery work, puppy playtime, mobile pets and other activities that include animals

By participating in this activity, Participant will be in close contact with dogs, cats and other animals in the custody of FRAS. Many of these animals are strays. Animals may be scared, hurt or injured. FRAS frequently has little or no information on their medical condition or temperament. Some animals may have infectious diseases or parasites that can be transmitted to humans. Some animals may have unpredictable temperaments and may, under circumstances that cannot be foreseen by FRAS because of its limited knowledge of any particular animal, attack and cause injury to humans or other animals, including the Participant.

Participant understands that animal contact involves risks and inherent dangers to the Participant including, but not limited to the following:

- Bite
- Lacerations
- Broken Bones
- Exposure to parasites, such as fleas, ticks and ringworm
- Exposure to infectious diseases, such as rabies
- Allergic reactions
- Scratches
- Abrasions
- Death

These risks and dangers may be caused by the actions of the Participant or others.

Participant knowingly assumes all risks of injury, whether identified above or not, and risk of death that may result from Participant's voluntary choice to participate in the activity described in this Agreement and assumes full responsibility for participation in this activity.

Participant hereby waives and releases Farmington Regional Animal Shelter from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from participation in the activity covered by this Agreement.

Participants agrees that if Participant makes any claim or brings any suit against FRAS that in any way arises out of participation in the activity covered by this Agreement, and such claim or suit is determined by court of competent jurisdiction to have arisen out of the dangers inherent to participation in the activity covered by this Agreement. Participant will pay costs and attorney fees incurred by FRAS and the City of Farmington in the defense of such claim or suit, the enforcement of this Agreement, and/or collection if such costs and attorney fees.

Participant agrees to defend and indemnify FRAS and the City of Farmington for any loss or damage that results from claims or lawsuits for personal injury, death and/or property loss or damage related in any way to the participation in the activity covered by this Agreement.

Participant is 18 years of age or older and has read fully and understands the contents of this Agreement. Participant has had opportunity to ask questions about the meaning of this Agreement before signing it. No oral representation, statements, inducements apart from this document have been made to the Participant. Participant signs Agreement voluntarily with full knowledge of its significance.

Signature

Date

Participants Name (Please Print)

