

SOUTH FLORIDA SPCA

VOLUNTEER WAIVER AND RELEASE, HOLD HARMLESS AGREEMENT, PHOTO RELEASE & EMERGENCY MEDICAL CONSENT FORM

1. I, _____, (“Volunteer”)¹ have been advised and understand that working with and around horses and other farm animals is an inherently dangerous activity. Horses behave in ways that may result in serious injury, permanent disability or even death. Horses react unpredictably to sound, sudden movement and unfamiliar objects, persons or other animals.
2. I further understand that South Florida Society for the Prevention of Cruelty to Animals (“SFSPCA”) is an equine and livestock rescue organization. Accordingly, the horses and livestock with which I may come in contact may have been subject to neglect or abuse and, therefore, must be approached and handled with extreme caution.
3. In consideration for the right to be present on the grounds of the SFSPCA and to engage in the activities and opportunities made available to me or to which I will have access, I hereby waive and release the SFSPCA, its officers, directors, agents, insurers, employees, contractors, visitors and other volunteers (the “Released Parties”) from all and any claims and causes of action which I now have or may in the future have as a result of my participation as a Volunteer in the activities or operations of the SFSPCA, including, but not limited to, hauling, transporting, handling, daily care, grooming, feeding, cleaning, leading, training or otherwise coming in contact with any horse, horses, cows or other animals, which claim or cause of action arises on any property owned, occupied, leased or used by the SFSPCA (“SFSPCA Property”), or while traveling to or from SFSPCA Property or in connection with any SFSPCA operation, activity or event.
4. Volunteer acknowledges that he/she is aware of the Florida Equine Liability Statute which requires equine facilities to provide the following warning:

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

¹ For purposes of this Agreement, as to any Volunteer under the age of 18, the term “Volunteer” shall include such Volunteer and the person providing the required consent.

5. The Volunteer acknowledges that through this Waiver and Release I am waiving, releasing and forgoing any future claims or causes of action of any sort against the Released Parties, even those arising from negligence, recklessness or tortious conduct, including claims for injury or death of any person or animal and damage or destruction of any property, vehicle or equipment. Volunteer further agrees to indemnify and/or hold harmless the Released Parties from and against any claims or causes of action arising out of or related to my actions or conduct, direct or indirect, while serving as a Volunteer.

6. Furthermore, SFSPCA, its officers, directors, agents, employees and other volunteers have my permission to initiate emergency first aid treatment to me in case of an accident or injury. They also have my permission to authorize emergency medical treatment by qualified medical personnel for me or my minor child. I have executed the attached Emergency Medical form for purposes of the provision of emergency medical assistance.

7. This Agreement contains the entire agreement between me and the SFSPCA and supersedes any prior agreements or understandings. My signature below confirms that I have entered into this Agreement voluntarily after having read and considered it to the extent I believe necessary and appropriate.

8. I consent to and authorize the use and reproduction by SFSPCA of any and all photographs, videos and any other audio/visual materials taken of me for promotional material, educational activities and exhibitions or for any other use for the benefit of SFSPCA.

Signature of Adult

Print Name

Name of Minor (must be 12 or over)

Address

Emergency Contact Name & Number

City, State & Zip Code

Signature of Parent or Legal Guardian

Telephone

Date