

Hamilton County Animal AdvoCATes, 3378 Xavier Ave., Dayton, IA 50530 And dba The Cat Hut, 1118 2nd St., Webster City, IA 50595

RELEASE AND HOLD HARMLESS AGREEMENT

Monica Becker: 515-318-9005 Rachel Clagett: 515-667-2759

In consideration of the services of Hamilton County Animal AdvoCATes (and dba The Cat Hut), its employees, directors, agents, owners, officers, volunteers, participants, and all other persons or entities acting in capacity on the organization's behalf (hereinafter collectively referred to as "HCAA "), and for other good and valuable consideration, I hereby agree to release and discharge them from liability arising from negligence, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that animal rescue operations entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death to myself and other persons, and also to property damage. Risks include, among other things: bites, scratches, torn skin, bruises, and damaged clothing or other property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity or as a result of contact with temporary housing, transportation, handling or adoption of an animal. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, my use of their equipment or facilities, my adopting an animal, or my volunteering at this animal rescue operation, arising from negligence. This release does not apply to claims arising from gross negligence or intentional conduct. Should anyone acting on behalf of HCAA be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state of Iowa, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence from which I have released them herein. I have had sufficient time to read this entire document. I have read and understood it. I have had an opportunity to contact and consult with legal counsel prior to signing this agreement. I agree to be bound by its terms.

Signature

Address

Telephone

Print Name

City

State

Zip

Date

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of

(PRINT minor's name) being permitted to participate in the animal rescue operations or the adoption of an animal, I further agree to indemnify and hold harmless from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature_

Print Name

Date