



HUMANE SOCIETY OF
WESTERN MONTANA

Waiver, Release and Indemnification Agreement

This agreement ("Agreement") is entered into with the Humane Society of Western Montana ("HSWM") jointly and severally by the undersigned ("Parents") as the parents or guardian of _____ ("Child"), in order to induce HSWM to permit Child, and in consideration of HSWM permitting Child, to participate in _____ (the "Activity"). This Agreement is for the benefit of HSWM and each of its staff members, employees, officers, directors, agents, and representatives (individually, an "Indemnitee" and collectively, "Indemnitees").

Parents have been advised that the Activity is hazardous and involves contact with animals which are unpredictable. Parents understand that the following are some, but not all, of the risks associated with the Activity:

- Dog bites/scratches
- Cat bites/scratches
- Rabbit bites/scratches
- Rodent bites/scratches
- Bird bites/scratches
- Reptile bites/scratches
- Being knocked down/pulled over by a dog
- Injuries relating to finger/wrist/hand from a dog leash/collar
- Slips/trips/falls resulting from wet floors/kennels or equipment
- Hitting heads on objects such as cage doors/kennel walls/hose boxes etc.
- Water/cleaners sprayed in eyes
- Closing fingers in cage doors, equipment etc.
- Flea/tick bites
- Ring worm
- Internal and external parasites
- Zoonotic illnesses (human illness contracted from animals)
- Animal illness (exposure of animals at home to illness)
- Scratches, punctures from cages
- Injuries related to lifting animals, food/litter or equipment
- Injuries caused from grooming equipment/clipper blades/shears/driers
- Exposure to cleaners, latex gloves, bleach, parasite control products
- Exposure/incidents relating to the public (outbursts, inappropriate contacts)
- Exposure/incidents relating to the volunteers (outbursts, inappropriate contacts)
- Loss of personal property
- Car theft, breaking and entering in the parking lot
- Damage to apparel from animals, caging, chemicals

Parents are aware that injuries or loss of or damage to property may occur as a result of Child's participation in the Activity. **PARENTS AGREE THAT HSWM AND INDEMNITEES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEATH, PERSONAL INJURY, OTHER INJURY, DAMAGE, LOSS, OR EXPENSE, EITHER TO CHILD OR CHILD'S PROPERTY, WHETHER OR NOT SUCH DEATH, INJURY, DAMAGE, LOSS, OR EXPENSE IS CAUSED BY NEGLIGENCE OF HSWM, ANY INDEMNITEE, OR A THIRD PARTY.**

Parents and their heirs, executors, administrators, and assigns agree to defend, indemnify, and hold harmless each Indemnitee against any and all manner of actions, suits, debts, claims, or liability of every kind incurred or arising by reason of Child's participation in the Activity including, but not limited to, injuries to or death of Child or others and loss of and damage to property. Parents fully, completely, and unconditionally waive and release each Indemnitee from all rights, liabilities, duties, claims, charges, demands, actions, damages, costs, attorney fees, or expenses of whatever kind and nature that Parents or Child may have now or in the future against HSWM or any Indemnitee relating to the Activity and covenant not to assert any cause of action against HSWM or any Indemnitee with respect thereto. **IT IS THE INTENTION OF PARENTS BY THIS AGREEMENT TO EXEMPT AND RELIEVE HSWM AND EACH INDEMNITEE FROM, AND INDEMNIFY HSWM AND EACH INDEMNITEE AGAINST, ALL LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY LOSS OR DAMAGE, OF OR TO CHILD OR OTHERS, INCLUDING BUT NOT LIMITED TO, THAT CAUSED BY NEGLIGENCE OF HSWM, AND INDEMNITEE, OR A THIRD PARTY.**

Parents represent and warrant that Child is physically and mentally fit to safely participate in the Activity. Should an accident or other medical emergency occur during the Activity or while Child is en route to or from the Activity, and HSWM staff members are unable to timely reach Child's Parents for medical authorizations, Parents hereby give consent for HSWM staff members to authorize necessary hospitalization and medical treatment, including, but not limited to, injections, anesthesia, surgery, and medication. Parents represent and warrant that Child has current medical insurance coverage and agree to be responsible for any and all billings and debts incurred with respect to such medical treatment or services.

Parents represent and warrant that each of them has the authority to enter into this Agreement. If any provision of this Agreement is found to be unenforceable in any way, it shall be enforced to the maximum extent possible and all other provisions of this Agreement shall remain in full force and effect.

Parent/Guardian Signature

Date

Printed Name:

Relationship to Minor:

Parents: Please fill in all that apply.

Daytime telephone number(s):

Home: _____

Home: _____

Work: _____

Work: _____

Other: _____

Other: _____

Evening telephone number(s):

Home: _____

Home: _____

Cell: _____

Cell: _____

Other: _____

Other: _____

*****Medical Information:**

(name of insurer)

(policy number)

(insurer's telephone number)

(physician's name)

(physician's telephone number)



Youth Transportation Contract

Please read thoroughly:

The safety of the youth participating in programs at the Humane Society of Western Montana is a priority for all of us here at the shelter. Please read and understand the following **measures may be taken at our discretion**, if necessary, to ensure your child is not left at our facility unattended.

I, the undersigned parent or guardian of _____, agree to pick up my child on time (between 3:30 pm and 4:00 pm) at the Humane Society of Western Montana. If I am later than this time, I understand that the HSWM may contact 3 emergency numbers that I have authorized. Should these contacts fail to provide transport for the aforementioned youth, **HSWM will charge \$1.00 per minute per child past time of pick up (after 4:00 pm).**

In extreme cases, HSWM reserves the right to use our discretion and contact the appropriate authorities and/or the police if we have no other option. I understand if HSWM performs these actions in order to safely remove my child from the premises, my child may lose the privilege to participate in any of the programs/services available to minors at this facility. Examples of activity include, but are not limited to: Teen or Summer Camps, Teen Clubs, Service Learning and Volunteer/Group Programs.

Parent/Guardian Signature

Date

Printed Name:

Relationship to Minor:

Emergency Contacts (Please fill out all three):

1. Full Name:

Relationship (to child):

Home Phone:

Work Phone:

Cell Phone:

Pager:

2. Full Name:

Relationship (to child):

Home Phone:

Work Phone:

Cell Phone:

Pager:

3. Full Name:

Relationship (to child):

Home Phone:

Work Phone:

Cell Phone:

Pager:

Emergency Transport Address (Hospital of Choice):
