

Volunteer Type: _____

No. of Hours: _____



Volunteer Pack

Volunteer Name: _____ Age: _____ D.O.B: ___ / ___ / _____

Address: _____ City: _____ ST: _____ ZIP: _____

Primary Phone: _____

OtherPhone: _____

Email: _____

Parent/Guardian: _____

Emergency Contact: _____

Phone: _____

List any Medical Concerns (e.g. Heart Problems / Diabetes / Hypoglycemia, etc.):

Allergies (of any kind?): NO ___ / YES ___ if yes, list:

Date of last Tetanus Shot: ___ / ___ / _____ (recommended every 5 years)

BIRD GARDENS OF NAPLES, INC.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Volunteer Name: _____

I understand fully the inherent risks involved in volunteering at BGN and assert that I am willingly and voluntarily volunteering. I Released Parties include: BIRD GARDENS OF NAPLES, INC. (known have read the preceding paragraphs and acknowledge that 1) I hereafter as "BGN") and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, volunteers; all BGN event sponsors, know the nature of volunteering at BGN; 2) I understand the demands of this activity, I am sufficiently physically fit to complete them, and I have not been advised not to participate by any qualified medical professional; organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or and 3) I appreciate the potential impact of the types of injuries that may result from volunteering at BGN and I have no known health related reasons that would prevent me from volunteering. I hereby assert that I affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of volunteering at BGN. BGN. In short, I acknowledge that I am volunteering at BGN entirely at **Releasing Parties** include: the volunteer as well as volunteer's spouse, my own risk. children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on volunteer's behalf.

____ **Initial Waiver of Liability for Ordinary Negligence** In consideration of being permitted to volunteer at BGN, and for other good and valuable consideration, the receipt and sufficiency of which ____ **Initial Warning of Assumption of Inherent Risks** Volunteering at BGN involves working and interacting with animals of unpredictable natures and as such creates a hazardous activity that presents inherent risks. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by

are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge BGN and the other Released Parties from any and all claims resulting from the inherent other

Released risks of Parties) volunteering that I may or the have ordinary arising negligence out of my of participation. BGN (or BGN and the other Released Parties. I also understand and further This agreement applies to 1) personal injury (including death) from acknowledge that these hazards may be magnified due to the incidents or illnesses arising from participation; and 2) any and all unpredictable nature of the animals that I will be working with. claims resulting from damage to, loss of, or theft of property.

I understand and acknowledge that the inherent risks include, but are not limited to: animal bites and scratches; tripping hazards within the confines of animal enclosures and on the grounds of BGN due to the uneven and natural state of the land; contact with man-made objects such as animal enclosure cages and housing structures.

____ **Initial Indemnification Agreement** In consideration of being permitted to volunteer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold

harmless, defend and indemnify

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, and cuts. Serious injuries are less common, but do sometimes occur. SWS (and the other Released Parties) from and against any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. They include, but are not limited to: property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, and concussions. Catastrophic injuries are rare; however, we feel that our volunteer's should be aware of the possibility. These injuries can include but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal

Initial Other Agreements Venue and Jurisdiction: I understand that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court in Florida has the sole and exclusive jurisdiction and that only the substantive laws of the State of Florida shall apply.

injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as

I understand that it is my responsibility to inspect the facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By volunteering, I am acknowledging that I have found the facilities, equipment, and areas to be used to be safe and broad and inclusive as is permitted by the State of Florida and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.
acceptable for participation.

Integration: I affirm that this agreement supersedes any and all

In the event I sustain an animal bite, I agree to receive treatment if required to prevent euthanasia of the animal. I agree to assume all costs and expenses related to the injury, including but not limited to, but not limited to, previous oral or written promises or agreements. I understand that this is the entire Agreement between me and BGN and cannot be modified or changed in any way by representations or statements by any agent or employee of BGN.

This Agreement may only be amended by a written not limited to, cost of treatment and/or other medical and document duly executed by all parties. hospital costs.

BIRD GARDENS OF NAPLES, INC. ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT Page 1 of 2

BIRD GARDENS OF NAPLES, INC. ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Mediation and Arbitration: In the event of a legal issue, I agree to

Acknowledgment of Understanding engage in good faith efforts to mediate any dispute that might arise. Any I hereby forever release, discharge, and hold harmless BGN, its agreement reached will be formalized by a written contractual

officers, trustees, agents, volunteers, employees, representatives, agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my volunteering at BGN shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

BIRD GARDENS OF NAPLES, INC.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT Page 2 of 2

successors, and assigns for any manner of claims, demands and damages of every kind and nature whatsoever, which the undersigned may now, or in the future, have against BGN its officers, trustees, agents, volunteers, employees, representatives, successors or assigns on account of any personal injuries, physical or mental conditions, known or unknown, arising to the person of said volunteer, or in any way growing out of, the acts of employees, **Class Actions:** I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of representatives, or other volunteers, or their successors, or assigns, including, but not limited to, their ordinary negligence and/or gross negligence, in rendering the opportunities above described, or in any way incidental thereto. Claims may not be joined or consolidated unless agreed to in writing by all parties.

I have read this assumption of risk, waiver of liability, and indemnification agreement and fully understand its terms. I

_____ **Initial Agreements for the Protection of Volunteers** I condition represent to and safely warrant volunteer that

I at am BGN. in good I certify health that and I in have proper no known physical or knowable safely volunteer,

physical or or that mental would conditions result in my that participation would affect creating my ability a risk to of

danger to myself or to others.

understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and intend my signature to be a complete and unconditional release of all liability due to ordinary negligence of BGN (and other released parties) or the inherent risks of the activity, to the greatest extent allowed by law in the State of Florida.

I am represent not under and the warrant influence that of I am alcohol in full or command drugs.

of my faculties and _____ I agree not to volunteer while under the influence of

alcohol and/or Volunteer Name drugs administered and will at submit the discretion to and cover of BGN.

the cost of random testing to be _____ I assert that I have not

been advised or cautioned against participating by a medical practitioner.

Volunteer Signature Date

In of the making event a of medical an injury decision, to me I that authorize renders appropriate me unconscious

BGN or personnel incapable If volunteer is under the age of 18, the below must be signed. and on my emergency

behalf (including, medical personnel but not limited to make to emergency CPR and AED). medical I authorize

decisions BGN when to deemed secure necessary emergency by medical BGN. I care agree or to transportation

assume all costs (i.e., of EMS) emergency medical care and transportation.

_____ Parent / Guardian Name

I volunteers. acknowledge I agree that to BGN familiarize has instituted myself its with rules those for the rules

protection and follow of the _____ them at all times.

Parent/Guardian Signature Date

I participation, also recognize conduct, the authority or presence of BGN endangers to halt my myself participation or

the animals. if my **Notary State of Florida, County of Collier**

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

_____.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Notary Seal

_____ Signature of Notary Printed Name of

Notary