



Agreement and General Release for Caregivers

Thank you for offering your time as a Caregiver with Partners for Cats. The work we do for the cats would not be possible without the help of our Caregivers. Please read through the agreement below, complete the form at the bottom and return to our mailing address: P.O. Box 1061, Morganton, NC 28680-1061 or give it to a Partners for Cats representative.

1. Voluntary Acknowledgement and Participation. I acknowledge that I have voluntarily agreed to serve as a Caregiver for Partners for Cats (hereinafter referred to as "PfC"), a nonprofit corporation organized under the laws of the State of North Carolina. I offer to perform as a Caregiver of my own volition. No one has demanded that I participate in any activity with PfC.

2. Nature and Scope of Services. As a Caregiver, I will be contributing my time and effort to taking care of cats and actively seeking good homes for them. In the course of doing this, I agree:

- a. That the cat(s) is/are my responsibility and not the property of PfC.
- b. To complete any necessary orientation, training, and paperwork relating to my Caregiver service.
- c. To disclose any physical or psychological limitations to PfC before participating in any activity. Since I will be interacting with cats, healthy and possibly sick, and may be lifting, carrying, moving, or otherwise engaging in physical labor, I will be respectful of my own limitations and will inform PfC immediately of any such limitations.
- d. To read all guidance provided to me by PfC.
- e. To treat all PfC representatives, volunteers, the cats, and property with respect and kindness.
- f. That either I or PfC can terminate this relationship at will.

3. No Compensation. I agree to serve as a Caregiver without compensation (except for cat-care items which may be provided by PfC). I will not be compensated for my efforts nor am I an agent or contractor of PfC. I agree that I am not and will not become an employee, agent, contractor or principal of PfC upon execution of this agreement or the performance of the services.

4. Responsibility for My Own Acts and Omissions. I hereby agree to be legally and financially responsible and will indemnify and hold PfC harmless for my own acts and

omissions relating to the service I am voluntarily performing. I acknowledge that I am responsible for providing my own medical, liability, and automobile insurance during my service as a Caregiver. I understand that I am not covered by workers' compensation nor insured by PfC during the performance of my Caregiver tasks, including when driving a vehicle or transporting an animal.

5. Assumption of Risk. I am voluntarily participating as a Caregiver with full knowledge of the risks and dangers involved and hereby agree to accept any and all risks of injury, death, or damage to myself and/or my personal property.

6. Photo, Video and Audio Release. I understand that as a Caregiver, I may be recorded on film, video or other electronic recording media. I hereby consent to such recording and to the use by PfC of any recorded images or other media recordings of my name and likeness for any purpose related to furtherance of the objectives of PfC. Further, I understand that the product of all work I perform (such as photographs or videos of cats) as a Caregiver, will be the property of PfC and that PfC will have the sole right to use, sell, license, publish, or transfer any such work product.

7. Release. As consideration for being permitted by PfC to participate in activities and provide services, I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against, sue, or attach the property of PfC for injury or damage resulting from any act, omission, negligence or other acts, howsoever caused, by any employee, agent, contractor, or representative of PfC as a result of my participation in activities and performance of the services. I hereby release PfC from all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in activities and performance of the services.

8. I have read this Release Agreement and fully understand that I will relinquish all claims or actions known now or in the future against PfC. I am of legal age and legally competent to sign this agreement. I am signing this agreement of my own free will without the influence of a PfC representative.

9. Arbitration. Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

10. Term of Agreement. I acknowledge that this agreement will apply to the entire term of my Caregiver relationship, starting with the date I first perform Caregiver duties for PfC, even if it pre-dates the date of this agreement, and continuing as long as I continue to be a Caregiver and thereafter as is necessary to protect the interests and rights of PfC as detailed above.

11. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

Caregiver Acknowledgement: This agreement is between Partners for Cats, a non-profit cat-centered organization of caregivers, supporters and advocates and

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

eMail Address: _____

Signature: _____

Date Signed: _____

Partners for Cats Acknowledgement:

Signature: _____ Date: _____