



279 River Road Windham, Maine 04062  
P.O. Box 10 South Windham, Maine 04082

(207) 892-3040  
[info@msspa.org](mailto:info@msspa.org)  
[www.msspa.org](http://www.msspa.org)

**VOLUNTEER WAIVER & RELEASE FORM**

*(This is a two-sided document, please read both sides before signing)*

**Note: VOLUNTEER ACTIVITIES OPPORTUNITY WILL BE DENIED IF THE SIGNATURE OF THE VOLUNTEER OR PARENT/GUARDIAN OF THE VOLUNTEER/DATE DO NOT APPEAR ON THIS FORM**

**Volunteer Information**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact Information**

Name 1: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name 2: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Specific Allergies and Medical Information Needed in Order to Safely Administer Emergency Medical Treatment**

*(indicate "None" if appropriate)*

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The Maine State Society for the Protection of Animals (MSSPA) is committed to conducting its programs, services, and volunteer activities in a safe manner and puts the safety of MSSPA volunteers first. However, volunteers and parents/guardians of minor volunteers must recognize that there is an inherent risk of injury when assisting the MSSPA through the participation in volunteer activities and the performance of volunteer services.

You are solely responsible for determining if you or your minor child/ward is/are physically fit and/or adequately skilled to perform the assigned volunteer services. It is always advisable, especially if the participant is pregnant, disabled in any way or has recently suffered an illness, injury or impairment, to consult a physician before performing any volunteer services that involve physical activity.

**WARNING OF RISK**

The services performed by volunteers may challenge and engage the physical, mental and/or emotional resources of each volunteer. Despite careful and proper preparation, instruction, and proper equipment, there is still a risk of serious injury when acting as a volunteer for the MSSPA. All hazards and dangers cannot be foreseen. Certain risks, dangers and injuries may occur/exist due to slips and falls, poor skill level or conditioning, carelessness, horseplay, premises defects, inadequate or defective equipment, inadequate supervision, inadequate instruction, negligence and other risks inherent to the volunteer services. In this regard, it is impossible for the MSSPA to guarantee absolute safety.

Please read this form carefully and be aware that in acting as a MSSPA volunteer, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all volunteer and/or MSSPA activities and/or performing any and all volunteer services and/or MSSPA services (including transportation services and vehicle operations, when provided).

## WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

I recognize and acknowledge that there are certain risks of physical or other injury to volunteers performing, providing and/or engaging in volunteer activities and services for the MSSPA. I agree to assume the full risk of any and all injuries, death, damages, damages to property, or loss of any nature, regardless of severity, that my minor child/ward or I may sustain in the course of performing, providing and/or engaging in volunteer activities and/or services for the MSSPA, whether on the premises or off site. I further agree to waive and relinquish all claims I or my minor child/ward may have (or that accrue to me or my child/ward) and release the MSSPA, its officers, directors, agents and employees ("Releasees") from any claims I may have that arise from my minor child/ward's or my performance of volunteer activities whether caused in whole or in part by the negligence of the Releasees or the MSSPA's affiliated or cooperating or participating organizations or any of their respective officials, officers, directors, employees, agents, and/or other volunteers, collectively or individually. I also release the Releasees from any claims arising on account of any first-aid or medical services provided to my minor child/ward or me in connection with an emergency during my minor child/ward's or my tenure as a volunteer with the MSSPA.

**Initials** \_\_\_\_\_

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering online or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

**Volunteer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(Volunteers must be 18 years old or older, OR Parent/Guardian signature is required.)*

**Name of Parent or Guardian:** \_\_\_\_\_

**Signature of Parent or Guardian:** \_\_\_\_\_

*(Required if the Volunteer is less than 18 years old)*

## IMAGE AND CONTENT RELEASE

**I DO NOT GIVE PERMISSION FOR PHOTOS AND VIDEOS OF ME TO BE USED BY THE MSSPA**

I hereby grant the MSSPA its legal representatives, successors and assigns, those for whom MSSPA is acting, and those acting with its authority and permission by agreement or otherwise, which may include but is not limited to any individual, for-profit organization, and/or nonprofit organization (including, but not limited to, other animal welfare organizations) to whom MSSPA chooses to grant authority and permission (each, a "Third Party Entity"), the absolute right and permission to copyright, in MSSPA name or otherwise, and/or use, re-use, publish, and re-publish video and/or photographic images of me and/or minor, in which he/she/they may be included, in whole or in part, or composite or distorted in character or form, as well as any textual materials that I may provide to MSSPA in connection therewith, of which I represent and warrant that I am the sole owner and copyright holder (collectively, the "Content"). The foregoing permission is given without restriction as to changes or alterations, in conjunction with his/her own or a fictitious name, or reproductions thereof, and in any and all media now or hereafter known for illustration, promotion, art, advertising, trade, or any other purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith.

I hereby release, discharge, and agree to hold harmless MSSPA, its legal representatives, successors and assigns, or those for whom MSSPA is acting, and all persons acting under its permission or authority by agreement or otherwise, including, but not limited to, a Third Party Entity, from any liability in the taking of said content or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for slander, libel, or invasion of privacy.

I hereby warrant that I am the legal parent/guardian of minor(s) and have the right to contract in his/her/their name.

I HEREBY WARRANT THAT I HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT, THAT I AM OVER EIGHTEEN (18) YEARS OF AGE, THAT I HAVE READ THE ABOVE CAREFULLY PRIOR TO SIGNING BELOW AND FULLY UNDERSTAND ITS CONTENTS, AND AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND AN ENFORCEABLE LEGAL DOCUMENT BETWEEN THE MSSPA AND ME. I AM SIGNING THE RELEASE VOLUNTARILY.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent/Legal Guardian if under 18: \_\_\_\_\_