

WASHINGTON AREA HUMANE SOCIETY
RELEASE, WAIVER OF RIGHTS AND CONSENT
FOR ADULTS, PARENTS (OR GUARDIANS) FOR ADOLESCENT CHILDREN
OR
PARENTS (OR GUARDIANS) FOR NON-ADOLESCENT CHILDREN WHO
ARE DOG WALKERS FOR DOGS
OF THE
WASHINGTON AREA HUMANE SOCIETY

DEFINITIONS:

1. ADULTS - PERSONS OVER THE AGE OF TWENTY (21) YEARS.
2. PARENTS - PERSONS WHO HAVE CHILDREN UNDER THE AGE OF TWENTY (21) BUT OVER THE AGE OF EIGHTEEN (18) YEARS. PARENT SHALL INCLUDE GUARDIANS OF THE PERSON OF CHILDREN. GUARDIAN MUST PROVIDE A COPY OF THE COURT ORDER NAMING THEMSELVES AS GUARDIAN TO THE WASHINGTON AREA HUMANE SOCIETY, BEFORE WALKING DOGS.
3. ADOLESCENT CHILDREN - PERSONS UNDER THE AGE OF 21 YEARS BUT OVER THE AGE OF EIGHTEEN (18) YEARS.
4. NON-ADOLESCENT CHILDREN - PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS.

UNDER NO CIRCUMSTANCES ARE NON-ADOLESCENT CHILDREN PERMITTED TO WALK DOGS OF THE WASHINGTON AREA HUMANE SOCIETY WITHOUT THEIR PARENTS BEING PRESENT AND ACTIVELY PARTICIPATING IN THE WALKING OF THE DOG WITH THEIR NON-ADOLESCENT CHILDREN. ONE PARENT MUST BE PRESENT AT ALL TIMES FOR EACH DOG WALKED.

*IF MORE THAN ONE NON-ADOLESCENT CHILD IS PRESENT WITH AN INDIVIDUAL PARENT, EACH CHILD MAY NOT WALK A DOG. **THIS RULE WILL BE STRICTLY ENFORCED.** IF A PARENT OR NON-ADOLESCENT CHILD IS SEEN BY HUMANE SOCIETY PERSONNEL VIOLATING THIS RULE, THE WALKING PRIVILEGES OF BOTH THE PARENT AND CHILD WILL BE TERMINATED.*

SAFETY IN THE WALKING OF DOGS OF THE HUMANE SOCIETY, WHETHER SUCH WALKING OF DOGS IS BY ADULTS, PARENTS OR ADOLESCENT CHILDREN, AS VOLUNTEERS, IS THE PRIMARY CONCERN OF THE WASHINGTON AREA HUMANE SOCIETY. WALKING DOGS IS A PRIVILEGE, NOT A RIGHT.

THIS RELEASE IS PREPARED AND SUBMITTED TO ADULTS, PARENTS AND ADOLESCENT CHILDREN WITH THE UNDERSTANDING THAT THEY ARE VOLUNTEERING THEIR TIME TO THE SOCIETY AS DOG WALKERS AND THAT THEY, AS ADULTS, PARENTS AND ADOLESCENT CHILDREN UNDERSTAND THE RISKS TO THEMSELVES AND THEIR ADOLESCENT CHILDREN BY PERMITTING THEMSELVES OR THEIR ADOLESCENT CHILDREN TO WALK DOGS FOR THE WASHINGTON AREA HUMANE SOCIETY.

THE WASHINGTON AREA HUMANE SOCIETY HAS RULES AND REGULATIONS FOR THE WALKING OF DOGS. YOU IF ARE NOT FAMILIAR WITH THESE RULES - DO NOT SIGN THIS DOCUMENT UNTIL YOU BECOME FAMILIAR WITH THESE RULES

The Undersigned as Adults, Parents on their own behalf and for their Adolescent Children and as Adolescent Children themselves, understand the risks of walking dogs for the Washington Area Humane Society to include by not be limited to: **Personal Injury** to themselves or their Adolescent Children from dog bites or other injuries to their person from any other actions of the dog; **Personal Injury** to themselves or their Adolescent Children from accident as a result of the uncontrolled actions of the dog being walked, including pulling the walker by the dog leash, falling down of the walker, dog fights, cuts, scrapes, broken bones, damages of any other kind or nature; **Personal Injury** to others as a result of failure to control a dog being walked by an Adult, Parent or Adolescent Child of such Parent for the Washington Area Humane Society [or failure by any other Adult, Parent or Adolescent Child walking a dog for the Washington Area Humane Society to control his/her dog that may come in contact with or involved in any incident or otherwise with the Adult, Parent or Adolescent Child and/or any dog that they may be walking]; **Property Damage** to property of the Adult, Parent or Adolescent Child of such Parent, Washington Area Humane Society or any third party on the premises of the Washington Area Humane Society as a result of the uncontrolled actions of the dog being walked by the Adult, Parent or Adolescent Child of such Parent; **Any other Damage** of whatsoever nature as a result of being on the premises of the Washington Area Humane Society.

THIS IS NOT INTENDED TO BE A COMPREHENSIVE LIST OF RISK

IN CONSIDERATION of the Washington Area Humane Society, its employee, agents and assigns permitting _____ (Adult or Parent) and/or _____ (my Adolescent Child) to walk dogs at the Washington Area Humane Society, I hereby, and for my Adolescent Child, my heirs and those of my Adolescent Child, their heirs, executors, administrators, assignees and all parents or legal guardians of such Adolescent Children, **WAIVE AND RELEASE ANY AND ALL RIGHTS AND CLAIMS OF ANY NATURE, WHETHER IN WHOLE OR IN PART FOUNDED IN CONTRACT OR IN ANY TYPE OF TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY IN TORT** that (I), (Myself as Parent on behalf of my Non-Adolescent Child) or (my Adolescent Child) may have against the Washington Area Humane Society, any directors, officers, employees agents, assignees, licensees, other volunteers of the Washington Area Humane Society, their representatives, heirs, executors, administrators, successors and assigns (the "Released Parties") arising out of or resulting from any and all injuries or damages of any kind or

nature, including death, which (I), (Myself as Parent on behalf of my Non-Adolescent Child) or (my Adolescent Child) may suffer while walking dogs for the Washington Area Humane Society or any activities of the Washington Area Humane Society involving the walking of dogs. **(I), (MYSELF AS PARENT ON BEHALF OF MY NON-ADOLESCENT CHILD) or (MY ADOLESCENT CHILD) UNDERSTANDS THAT THIS MEANS THAT I AGREE NOT TO SUE** the Washington Area Humane Society or any of the “Released Parties in connection with my participation as a Volunteer of the Washington Area Humane Society.

(I) or (MYSELF AS PARENT ON BEHALF OF MY NON-ADOLESCENT CHILD) or (MY ADOLESCENT CHILD) HAS RECEIVED FROM THE WASHINGTON AREA HUMANE SOCIETY ITS RULES AND REGULATIONS FOR WALKING DOGS AND ACKNOWLEDGE THAT EACH IS EXPERIENCED AND FAMILIAR WITH THE RULES AND REGULATIONS OF THE WASHINGTON AREA HUMANE SOCIETY FOR THE WALKING OF DOGS AND FULLY UNDERSTANDS THE RISKS AND DANGERS INHERENT IN THE WALKING OF DOGS AT THE WASHINGTON AREA HUMANE SOCIETY.

(I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) hereby releases the above named Released Parties from any and all liability [whether original liability or for contribution to said liability of whatsoever nature, kind and type that may occur to (Me) (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) as a result of participation as a Volunteer of the Washington Area Humane Society in a dog walking capacity.

(I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) is voluntarily participating of (My) (My Non-Adolescent Child's) or (My Adolescent Child's) own free will in such dog walking activities and understand that the Released Parties have no liability to (Me) (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) or any insurance company for any personal injury or property damage that (I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) may have as a result of (My), (My Non-Adolescent Child's) or (My Adolescent Child's) participation in the activity of dog walking and its related activities. (I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) hereby waive any right(s) that either party may have to litigate or arbitrate (My), (My Non-Adolescent Child's) or (My Adolescent Child's) participation or injury in such dog walking and related activities for the Washington Area Humane Society.

(I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) understands that there is an inherent danger to (Me), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) and to third parties as a result of the participation in said dog walking and related activities for the Washington Area Humane Society. (I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) nevertheless waive all liability of the said Released Parties for any personal injury or property damage that may occur to (Me) or (Myself on behalf of my Non-Adolescent Child) or (My Adolescent Child) or third party

or parties(including property damage and personal injury to said third party or parties) as a result of my participation as a dog walker for the Washington Area Humane Society.

(I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) hereby acknowledges that (I) or (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) have insurance on themselves and/or myself as Parent/Guardian for my Adolescent Child for personal injury to (Me), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) and property damage to (Me), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) or any other individual and that (I), (Myself as Parent on behalf of my Non-Adolescent Child) or (My Adolescent Child) will look to that insurance for indemnification and contribution for (My), (Myself as Parent on behalf of my Non-Adolescent Child's) or (My Adolescent Child's) participation as a Volunteer Dog Walker for the Washington Area Humane Society and agree to indemnify and hold harmless the Released Parties for any injury to (Me), (My Non-Adolescent Child) or (My Adolescent Child).

BY SIGNING THIS DOCUMENT, (I), (MYSELF AS PARENT ON BEHALF OF MY NON-ADOLESCENT CHILD) OR (MY ADOLESCENT CHILD) CERTIFY THAT (I), (ME AS PARENT ON BEHALF OF MY NON-ADOLESCENT CHILD) OR (MY ADOLESCENT CHILD) HAS READ ALL THE RULES AND REGULATIONS OF THE WASHINGTON AREA HUMANE SOCIETY FOR VOLUNTEER DOG WALKERS AND THIS DOCUMENT AND FULLY UNDERSTANDS BOTH OF THESE DOCUMENTS, AND THAT (I), (MYSELF AS PARENT ON BEHALF OF MY NON-ADOLESCENT CHILD) OR (MY ADOLESCENT CHILD) AM NOT RELYING ON ANY STATEMENT OR REPRESENTATIONS OF THE WASHINGTON AREA HUMANE SOCIETY OR ANY RELEASED PARTY. THIS DOCUMENT SHALL BE BINDING UPON (ME), (MYSELF AS PARENT ON BEHALF OF MY NON-ADOLESCENT CHILD'S) OR (MY ADOLESCENT CHILD'S) HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNEES (AND ALL LEGAL GUARDIANS OF MY CHILD). BY THE EXECUTION OF THIS DOCUMENT ON BEHALF OF MY ADOLESCENT CHILD, I HEREBY CERTIFY THAT I AM THE PARENT, LEGAL GUARDIAN AND CUSTODIAN PARENT OF MY ADOLESCENT CHILD.

**THIS DOCUMENT WILL SURVIVE IN EFFECT FOR 12 MONTHS FROM THE
DATE OF EXECUTION.**

IN WITNESS WHEREOF, (I) (Myself as Parent on behalf of my Adolescent Child) or
(My Adolescent Child) understanding the information contained herein, have executed this
Release and Indemnification Agreement of my own free will on the _____ day of
_____, 2005.

Print Name of Adult or Parent

Print Name of Adolescent Child

_____(SEAL)
Signature of Adult or Parent

_____(SEAL)
Signature of Adolescent Child

_____(SEAL)
Signature of Custodial Parent/Legal Guardian
of above signed Non-Adolescent Child

Proof of Custodial Parenthood/Legal
Guardianship (**Birth Certificate**
/Guardianship Papers - COPY OF EITHER
MUST BE OBTAINED AND KEPT BY
THE WASHINGTON AREA HUMANE
SOCIETY PRIOR TO SIGNING OF
WAIVER, RELEASE AND CONSENT
AGREEMENT)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED, personally appeared _____
Adult, Custodial Parent/Guardian

and/or _____, each (or both) who, being known to me and duly
Adolescent Child (Person under Age 18)

sworn , deposes and says that the He/She or They, having read the contents of the within Waiver, Release and Consent Agreement and understanding the same, did execute the same as Adult, Custodial Parent/ Guardian on behalf of a Non-Adolescent Child and/or Adolescent Child of their free will and intending to be bound thereby.

IN WITNESS WHEREOF, I have placed my hand and seal this _____ day of _____
2005.

Signature of Notary

(SEAL)

Print Name

My Seal Expires on the _____ day of _____

_____, _____ **A.D.**