

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This agreement is between National Association for Wildlife Emergency Services DBA Wildlife Emergency Services, P. O. Box 65 Moss Landing California, and (PLEASE PRINT) _____.

PARENT / GUARDIAN FOR MINOR

I hereby warrant that I am the legal guardian or custodial parent of _____, hereafter referred to as "Minor", and agree, individually and on behalf of Minor, to the terms and conditions set forth in this agreement as it would apply to Minor as a volunteer participant in Wildlife Emergency Services' activities or events or when he/she accompanies me on related events or activities.

In consideration for acceptance, approval and participation in National Association for Wildlife Emergency Services' project Wildlife Emergency Services, hereinafter referred to as **WES**, the undersigned agrees to the following:

Acknowledgement and Assumption of Risk. I recognize that participating as a volunteer with WES may involve physical activity and may carry a risk of personal injury including permanent disability and death, severe social and economic losses, and damage to personal property. I further recognize that there are natural and manmade hazards, environmental conditions, diseases, injuries related to the use of tools or equipment, and other risks, which in combination with my actions can cause injury to me. Additionally, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time. I hereby agree to assume all risks which may be associated with or may result from my (or Minor's) volunteer participation with WES, including, but not limited to, meetings, events, special programs or activities, training events, travel to and from locations, capturing and handling wildlife, use of equipment, providing care to animals, and providing transportation of animals. I acknowledge and fully understand the risks related to being a volunteer with WES or participant in any WES-related activities and that my (and Minor's) involvement is purely voluntary and I hereby elect to partake notwithstanding the risks. Furthermore, I recognize that performance as a volunteer for WES or participant in WES-related activities may involve physical activity and may cause physical and emotional discomfort. I certify that I am free from any known heart and other health problems that could prevent me from participating as a volunteer or in any of the activities associated with WES. I further state that I am sufficiently physically fit to participate in WES-related activities and as a WES volunteer.

Consent. In the event of injury while participating in any and all activities associated with WES, I consent to receive any emergency medical aid, anesthesia, and/or medical treatment or operation if, in the opinion of the attending physician, such treatment is necessary.

Medical Coverage. I certify that I have medical insurance to cover the cost of any emergency or other medical care that I may receive for an illness or injury that I may sustain as a result of my participation as a WES volunteer or in WES-related activities. I certify that if I do not have medical insurance, I will be personally responsible for the cost of any emergency or other medical care that I receive.

Waiver and Release of Liability. I agree to release National Association for Wildlife Emergency Services, its officers, agents, employees, volunteers, consultants, and all activity or event holders or sponsors and their representatives, agents, affiliates, directors, servants, volunteers, and employees, hereinafter referred to collectively as "**Parties Released**", from the cost of any medical care that I receive while participating as a WES volunteer, in WES-related activities or as a result of either. I further agree to waive, release, and discharge the Parties Released from any and all liability, claims, demands, actions, and causes of actions whatsoever, for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of any and all activities associated with participating as a WES volunteer, in WES-related activities or as a result of either. I further agree to indemnify, save, and hold harmless the Parties Released from and against any and all claims of any nature, including all costs, expenses, and fees, arising out of or resulting from my participating as a WES volunteer, in WES-related activities or as a result of either.

I, the undersigned, affirm that I am at least 18 years of age and am freely signing this agreement. I certify that I have read this form and fully understand its content. Furthermore, I understand that by signing this form I am giving up legal rights and/or remedies, which may otherwise be available to me regarding any losses I may sustain as a result of my participating as a WES volunteer or in WES-related activities. I sign it voluntarily with full knowledge of the risks involved. The terms hereof shall serve as release and assumption of risk for me, my heirs, administrators and executors, and for all members of my family, including any minor accompanying me. In the event any provision or portion of any provision of this agreement is held to be invalid, void or unenforceable, the rest of the agreement shall nonetheless remain in full force and effect and shall in no way be affected, impaired or invalidated. This Waiver and Release of Liability Agreement shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law.

NAME: _____ SIGNATURE: _____ DATE: _____

(PARENT/GUARDIAN) for (PLEASE PRINT) _____
Minor

MODEL IMAGE AUTHORIZATION AND RELEASE

I understand that, while participating as a WES volunteer or in WES-related activities, my image and or voice may be recorded. I, the undersigned, hereby grant to Rebecca Dmytryk and National Association for Wildlife Emergency Services DBA Wildlife Emergency Services (WES), the worldwide, perpetual, irrevocable right to reproduce, distribute, display, create derivative works of and otherwise use the my photograph and likeness for and in connection with publicity, promotional, or recruitment purposes, and/or for any and all commercial purposes, by any means, methods and media (print and electronic) now known or in the future developed. I make this grant of rights with the understanding that no compensation will be paid to me for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created pursuant to this agreement are the exclusive property of Rebecca Dmytryk and WES that I will obtain no rights in such materials. I hereby waive any right that I may have to inspect or approve any photograph, likeness, or derivative work thereof made pursuant to this agreement. I understand that under California law individuals have the legal right to control the use of their names, likenesses and images and I hereby release all such rights and hold harmless Rebecca Dmytryk and National Association for Wildlife Emergency Services, their agents, licensees, and assignees from, and will neither sue nor bring any proceeding against, any such parties for any liability, whether now known or arising hereafter, resulting from or arising in connection with the exercise of such parties' rights pursuant to this agreement. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement. This agreement will be governed by the laws of the State of California. I certify that I have read this agreement and fully understand its contents.

NAME: _____ SIGNATURE: _____ DATE: _____

(PARENT/GUARDIAN) for (PLEASE PRINT) _____
Minor