

**DOG/CAT KENNEL- VOLUNTEER  
WAIVER AND RELEASE**

I acknowledge that for good and valuable consideration, including without limitation, the right to volunteer and participate in the care of dogs and cats in the possession of the City of Michigan City, Indiana, that I am also executing a Waiver and Release of Liability/Assumption of Risk and Indemnity Agreement in favor of the City of Michigan City, Indiana, together with any and all agents, officers, instructors, members, representatives, boards, commissions, committees, departments, and employees thereof (hereinafter collectively referred to as "City").

I understand that I am volunteering my services to care for dogs and cats in the possession of the City, and I will not be compensated for my services. I understand that I have the right to terminate my volunteer services at any time, and I should immediately advise the City of the same. In addition, I understand that the City has the right to terminate my volunteer services at any time, with or without cause or justification.

I understand that I may be exposed to certain hazards and/or dangers in caring for dogs and cats, and may subject me to the risk of death, property damage, bodily injury, mental anguish, pain, suffering, and similar or related conditions. I understand the risks and dangers, and I expressly assume the hazards and danger.

I waive, releases, and discharge on behalf of myself, or by any other person or entity acting on my behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City from any and all claims or demands therefore on account of injury, loss, or damage to my person or property, wrongful death actions, future claims, demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from my volunteer services which arise or in the future may arise, including but not limited to all claims or causes of actions arising from an alleged act or omission of the City, including an act of negligence or malfeasance, whether the alleged negligence or malfeasance is claimed to be wholly or partially a cause of any tort or claim covered by this agreement.

I will take all precautions necessary to protect myself against such risks, and that such risks shall be my sole responsibility. I expressly agree to indemnify and hold harmless the City from any and all claims or demands therefore on account of injury, loss, or damage to my person or property, wrongful death actions, future claims, demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind by the Undersigned, or by any other person or entity acting on his behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, on account of, growing out of, or which may result from my volunteer services, which arise or in the future may arise, including but not limited to all claims or causes of actions arising from an alleged act or omission of the City, including an act of negligence or malfeasance, whether the alleged negligence or malfeasance is claimed to be wholly or partially a cause of any tort or claim covered by this agreement. I agree to defend the City so that the indemnified parties do not bear any cost or expense arising from any claims that may arise, it is expressly intended that such indemnification and hold harmless obligation shall extend to and include attorney fees and costs incurred by the City in defending any claim, causes of action, wrongful death causes of action, or demands.

This Waiver and Release of Liability/Assumption of Risk and Indemnity Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. Should any portion of this Waiver and Release of Liability/Assumption of Risk and Indemnity Agreement be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Waiver and Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Waiver and Release.

I am over the age of eighteen (18) years, of sound mind, and have carefully read this Waiver and Release of Liability/Assumption of Risk and Indemnity Agreement and understand and consent to the terms herein. I further declares and represents that no promise, inducement, or agreement not herein expressed has been made to me, and that the terms of this Release are contractual and not a mere recital.

\_\_\_\_\_  
Name (print and signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (print and signature)

\_\_\_\_\_  
Date