

VOLUNTEER AGREEMENT

Volunteering at Animal Humane is a rewarding and fulfilling way to help care for the animals in my community. To be successful as an Animal Humane Volunteer, I agree to the following:

- Support Animal Humane’s Mission and Goals.
- Maintain objectivity towards the animals at Animal Humane.
- Use my best efforts to: (1) adhere to my volunteer schedule; (2) contact my department manager or Volunteer Coordinator if I am unable to work my shift; and (3) provide two weeks advance notice of planned absences to the Volunteer Services Department
- Demonstrate a high work ethic. Be prompt and dependable; work respectfully with others (animals and humans); accept guidance and supervision; provide customer friendly, polite and efficient service.
- Honor and comply with all rules, procedures, and protocols of Animal Humane as specified by a staff member, my Department Manager or Department Volunteer Coordinator, or the Volunteer Services Department, whether or not I agree with those rules, procedures and protocols.
- Maintain a neat, clean and professional appearance. Wear clothing that is comfortable and appropriate to my volunteer position. Wear my Animal Humane nametag when volunteering. Shorts, tank tops, open toe shoes and dangling jewelry are not appropriate.
- Attend all required training for my volunteer position.
- Communicate ideas, comments, suggestions, constructive criticism or concerns relating to my volunteer work to the Volunteer Services Department.
- Refrain from giving out legal or medical advice.
- Authorize Animal Humane| New Mexico to seek emergency medical treatment in case of accident, injury or illness and hold harmless Animal Humane in the event of accident, injury, illness or theft.
- Refrain from any activity that involves the use of Animal Humane’s programs, facilities, or my position as a volunteer for private gain.
- I understand that as a volunteer, my activities may be photographed, and that my image may be used to promote Animal Humane, the animals in its care, or its programs.

Volunteer Signature

Date

Please Print Name

e-mail address

Volunteer Agreement
Waiver and Release Form

For and in consideration of the opportunity to serve as a volunteer at Animal Humane | New Mexico (hereafter "Animal Humane"), and recognizing that the volunteer work I will perform may involve certain risks and hazards, I do hereby voluntarily agree to assume all associated risks and hazards to which I may be exposed. Such risks and hazards may include, **but are not limited to**, physical injuries such as bites, or scratches incurred in connection with handling animals, exposure to cleaning solutions or chemicals, falls, strains from lifting or engaging in moderate physical activity.

To the maximum extent permitted by law and on behalf of myself, my heirs, assignees, guardians, and personal and legal representatives and executors, I hereby release, discharge, indemnify and hold harmless Animal Humane, its officers, directors, and employees from any and all claims of loss or liability for injury to person or property which I may suffer, arising from my volunteer service, whether caused directly or indirectly by any negligence (active or passive) attributable to Animal Humane, its officers, directors, or employees.

I acknowledge that I have read the foregoing Volunteer Agreement and Release and Waiver, that I understand its terms or have had the opportunity to have the terms explained to me, and that I agree and will comply with the same.

Date _____

Signature

Print Name

Signature of Animal Humane Volunteer Services Department representative:

VOLUNTEER NON-DISCLOSURE AGREEMENT

In consideration of my volunteer service with Animal Humane | New Mexico, a New Mexico not for profit corporation, (hereafter “ANIMAL HUMANE”), I (hereafter “Volunteer”) agree as follows:

ARTICLE I DEFINITIONS

A. **Definitions.** For the purposes of this Agreement, these words shall have the following meanings:

1. “ANIMAL HUMANE” means Animal Humane | New Mexico and its subsidiaries, divisions, affiliates, appointees, successors, assigns, and legal representatives.

2. “Confidential Information” means any and all information, whether verbal or written, which is:

- (a) disclosed to or known by me, the Volunteer, as a consequence of or through my service with ANIMAL HUMANE,
- (b) not generally known outside ANIMAL HUMANE, and
- (c) related in any way to ANIMAL HUMANE’s business, operations, management, employees, agents, or representatives or other volunteers.

“Confidential Information” specifically includes, but is not limited to, any and all information connected with:

- confidential activities such as fundraising conducted by ANIMAL HUMANE including donor lists and other data related to donations or gifts in whatever form;
- financial matters;
- in-house workings, plans and strategies;
- adoption or veterinary clinic customer information;
- any employee related information, including, but not limited to, wages, bonuses, and any personal information regarding past or present managers or employees, and
- personal information regarding other volunteers of ANIMAL HUMANE.

“Confidential Information” also includes any information which from the surrounding circumstances in good conscience ought to be treated as such.

ARTICLE II

VOLUNTEER NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Agreement. I, the Volunteer, agree that I will not publish, communicate, or use any Confidential Information either during or after my service with ANIMAL HUMANE, except as these matters relate to the business of ANIMAL HUMANE or are with the written consent of ANIMAL HUMANE. This clause shall continue in full force and effect after termination of my service and shall be deemed perpetual in nature.

A. **Documents.** All writings, records, and other documents containing Confidential Information in my (the Volunteer’s) custody or possession while in the pursuit of ANIMAL HUMANE business shall be the exclusive property of ANIMAL HUMANE and shall be delivered to ANIMAL HUMANE, without retaining any copies, upon the termination of my service or at any time as requested by ANIMAL HUMANE.

B. **Breach.** In the event of a breach or threatened breach of this covenant of non-disclosure, ANIMAL HUMANE shall be entitled to injunctive relief, attorney’s fees, expenses, costs, and any other available legal or equitable remedies.

ARTICLE III VOLUNTEER NON-COMPETE

Course of Service. During my service with ANIMAL HUMANE, I, the Volunteer, shall not directly or indirectly compete with ANIMAL HUMANE in the development, production, marketing, or servicing of any product or service with which ANIMAL HUMANE is involved, nor will I aid or become associated with others in such acts.

ARTICLE IV TERMINATION OF SERVICE

Termination. I, the Volunteer, understand and agree that either I or ANIMAL HUMANE may terminate my service at any time with or without cause, and that this Agreement shall not be construed to prevent ANIMAL HUMANE from dispensing with my services at such time and for such reasons as it, in its sole discretion, shall deem advisable. Upon termination of my service with ANIMAL HUMANE, I, the Volunteer, shall, if requested by ANIMAL HUMANE, reaffirm in writing all of my obligations, duties, promises, covenants, and agreements as contained in this agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, legal representatives, assigns, and successors in interest of the Volunteer, and of ANIMAL HUMANE, its subsidiaries, divisions, affiliates, appointees, successors, assigns, and legal representatives and can likewise be enforced by any of such entities.

B. Modification of Agreement. No alteration or modification of this Agreement shall be effective unless such alteration or modification shall be in writing and signed by an authorized representative of each party.

C. Severability. In the event any portion of this Agreement should become invalid, the remainder of the Agreement shall remain in full force and effect.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New Mexico, both as to interpretation and performance.

E. Assignability. This Agreement may be assigned by ANIMAL HUMANE to a successor to all or substantially all of its business or assets or of any division or part of ANIMAL HUMANE with which I volunteer.

F. Waiver. ANIMAL HUMANE shall have the right to waive any breach of this Agreement. Such waiver shall not operate or be construed as a waiver of any subsequent breach. The waiver must be in writing and signed by an authorized representative of ANIMAL HUMANE in order to be valid and binding.

G.. Remedies. Equitable relief, damages by law, or both may be sought by the Company for breaches or threatened breaches of this Agreement by the Volunteer.

In Witness Whereof, the undersigned parties represent and warrant that they each have read and understood each and every provision of this Agreement and that they do so freely and voluntarily execute this Agreement, consisting of three (3) pages this

_____ day of _____, 20_____.

Animal Humane/ New Mexico

By: _____, Volunteer Services

VOLUNTEER Signature: _____

Volunteer Print Name: _____

Home Phone : _____ Cell _____

Volunteer Emergency Contact Information

Name of Volunteer _____

In case of accident or injury:

Contact

#1 _____ relationship _____

Address _____ phone _____

Contact

#2 _____ relationship _____

Address _____ phone _____

If you would like us to contact your doctor or send you to a particular hospital in the event of an emergency, please complete the following:

Primary
Physician _____ phone _____

Preferred
Hospital _____ phone _____

Volunteer Signature Date

It is within my rights to withhold this information and I choose to do so.

Volunteer Signature Date