



**Mutual Aid Agreement Between
The American Society for the
Prevention of Cruelty to Animals
and
Effingham County, Georgia
“Cooperating Party”**

I. PURPOSE

The purpose of this Mutual Aid Agreement (this “Agreement”) is to create a working relationship between the American Society for the Prevention of Cruelty to Animals (“ASPCA”) and Effingham County (“Cooperating Party”). The parties to this Agreement are the ASPCA and the Cooperating Party (each a “Party” and, collectively, the “Parties”).

The further purpose of this Agreement is to facilitate the identification and coordination of assistance and animal rescue efforts. The Parties’ objective is to maximize the welfare of animals and their care-takers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. This Agreement shall be effective as of the date of the last signature below (the “Effective Date”).

The Parties to this Agreement have determined that it is in the best interests of themselves and the communities they shall assist, including but not limited to Effingham County to foster communications and the sharing of resources, personnel, and equipment in the event of an incident that threatens the welfare of animals.

This Agreement provides the broad framework for cooperation and communication between ASPCA and the Cooperating Party in providing assistance and service to animals as well as for other services for which cooperation may be mutually beneficial.

II. CONCEPT OF OPERATIONS: Both ASPCA and the Cooperating Party are separate and independent entities. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

III. DEFINITIONS

A. Disaster: A disaster shall be defined as any natural or manmade situation that causes animal suffering or creates animal needs that cannot be met by a community, including, but not limited to, the Cooperating Party, without outside assistance.

B. Animal Cruelty: Animal Cruelty shall be defined as any incident involving or related to abuse or neglect of animals.

C. Authorized Representative: The list of names and titles of authorized representatives for each Party shall be attached hereto as “Exhibit A” and shall be updated as needed by each Party by means of a written notification.

IV. MUTUAL UNDERSTANDING

A. The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the “ASPCA Mission”);

B. The Cooperating Party is an authority that has emergency management and animal control responsibilities for Effingham County, and its mission is to provide, through the highest integrity, a county government which will assure our citizens a safe and healthy environment to encourage and promote a high quality of life.;

C. The ASPCA’s Field Investigations and Response Department (the “ASPCA Field Team”), working in conjunction with local authorities, leads large scale Disaster response operations and assists in large-scale Animal Cruelty case operations (each an “Operation”) across the country;

D. In the event of an Operation, an agency with appropriate authority over affected animals may give temporary custody and/or ownership rights (as applicable) of, or delegate authority over, such animals to the ASPCA;

E. The ASPCA Field Investigations and Response Team often retains custody of a large number of animals during any particular Operation;

F. The ASPCA Field Investigations and Response Team may require the services of volunteers and/or other resources from the Cooperating Party in the event of an Operation;

G. The ASPCA and the Cooperating Party wish to create a mutually beneficial agreement outlining potential services that may be provided by each organization in the event of an Operation; and

H. The ASPCA and the Cooperating Party wish to establish, in advance of any request for assistance, the terms and/or guidelines that will govern a working relationship between the Parties.

V. METHODS OF COOPERATION

In order that the resources of ASPCA and the Cooperating Party may be coordinated and best utilized when providing assistance under this Agreement, both Parties agree to the following principles:

A. Close communication shall be maintained between ASPCA and the Cooperating Party through the use of meetings, telephone conferences, email, and other means in the event of a potential or actual response. This communication will include requests for assistance, situation reports, and other response-related communications. Each Party will

share current data regarding the incident/event, declarations and changes in personnel, policies, and legislation. Interaction and liaison shall be encouraged at all levels of both Parties' organizations.

B. ASPCA and the Cooperating Party will distribute this Agreement internally and shall urge full cooperation. Without limiting the generality of the foregoing, Cooperating Party shall notify potentially responsible agencies, including but not limited to emergency management and appropriate Emergency Support Functions (ESF), law enforcement and/or the fire department, of the arrangement between the Parties under this Agreement.

C. ASPCA and the Cooperating Party will keep each other updated as to the Authorized Representatives to contact for emergency assistance or response.

D. In no event shall the Cooperating Party use the ASPCA name and/or logo for any reason without the express written agreement of the ASPCA, in advance.

VI. RESPONSE COORDINATION

A. Requests for Assistance

1. Cooperating Party may directly contact the Authorized Representative of the ASPCA, and shall provide him/her with the following information when requesting assistance pursuant to this Agreement:

- a) A general description of the situation.
- b) Identification of the emergency service function or functions for which assistance is needed (e.g., emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, temporary animal sheltering, assistance with investigations of alleged animal cruelty, and other services, etc.).
- c) The amount and type of personnel, equipment, materials, temporary housing, and/or supplies needed, and a reasonable estimate of the length of time that each will be needed.
- d) The need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and/or services.
- e) Contact name and number of a person for the responding team to meet.
- f) The means for the responding team to enter the affected area.

g) The names of any other entities which have also been asked to assist.

2. The required information may be provided on the form attached to this Agreement as Exhibit "B," or by any other available means. Said request shall also include information detailing the nature of the original request from the authorities authorizing the response, as applicable. It is understood between the Parties that any response to an event will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident. It is further understood between the Parties that any response to a large-scale animal seizure or other similar type of manmade emergency may be under the jurisdiction of federal, state or local law enforcement authorities that are not party to this Agreement.

3. A request for assistance must be in writing by fax, email, or other agreed-upon method. If applicable, the Cooperating Party shall only request the assistance of the ASPCA if the Cooperating Party has approval of the proper authorities that are necessary for the ASPCA to provide the assistance requested. All requests for assistance will be handled on a priority basis, and assistance may be refused if resources are limited, at the sole discretion of the ASPCA.

B. Requests for Volunteers. In some instances, the ASPCA may request employees and/or volunteers of the Cooperating Party to assist in the on-scene and/or sheltering portion of an Operation. This request will be made by means of an email or phone call from the ASPCA to the Cooperating Party. The provision of volunteers by the Cooperating Party shall be subject to the following:

1. Team Leader. If a Cooperating Party provides employees and/or volunteers to assist the ASPCA in an Operation (collectively, the "Cooperating Party Volunteers"), the Cooperating Party must designate one individual as a Cooperating Party Volunteers' "Team Leader." The Team Leader will act as the primary contact for the Cooperating Party Volunteers on any given deployment and shall work with the ASPCA to ensure that the Cooperating Party Volunteers are performing the functions for which they are volunteering and that any of the Cooperating Party Volunteers' concerns are addressed to the best of the ASPCA's ability. For the avoidance of doubt, the Parties acknowledge and agree that the ASPCA shall manage any Cooperating Party Volunteers. A Team Leader must be either:

- a) A Cooperating Party employee; or
- b) A Cooperating Party volunteer who has significant experience successfully managing volunteers on behalf of the Cooperating Party.

2. Responder Responsibilities. The ASPCA shall use its best efforts to provide an advance description of the responsibilities that will be performed by

volunteers with respect to any given Operation; however, the Cooperating Party understands and agrees that volunteers will generally perform activities in a high risk setting that are highly demanding both physically and mentally, and volunteers are often subjected to a significant level of physical and mental stress. For example, volunteers may be required to lift heavy items, and certain qualified volunteers may assist with technical rescue. Cooperating Party shall use its best efforts to provide the ASPCA only with suitable Cooperating Party Volunteers who will be able to endure such strenuous conditions, and Cooperating Party agrees that it shall be responsible for vetting any potential Cooperating Party Volunteers prior to deploying them on any Operation. Cooperating Party shall convey any special requests of potential volunteers to the extent that such information is available to the Cooperating Party.

3. Dismissal of Cooperating Party Volunteers. The ASPCA reserves the right to require any Cooperating Party Volunteers to leave any given Operation for any reason or for no reason. Such determinations shall be made in the sole and absolute discretion of the ASPCA.

4. ASPCA Release of Liability. The Cooperating Party will provide any potential Cooperating Party Volunteer with a copy of the Release of Liability provided by the ASPCA, the current version of which is attached hereto as Exhibit D, for such potential Cooperating Party Volunteer to sign prior to assisting with an Operation. The Cooperating Party shall provide the ASPCA with a signed Release of Liability prior to sending any Cooperating Party Volunteer to assist on any Operation. The Cooperating Party acknowledges and agrees that the ASPCA shall not allow any Cooperating Party Volunteer to assist with an Operation unless such Cooperating Party Volunteer has signed the Release of Liability provided by the ASPCA. In addition, the Cooperating Party shall ensure that, unless the Cooperating Party Volunteer is an employee of the Cooperating Party, the Cooperating Party Volunteer is approved as a volunteer of the Cooperating Party according to the Cooperating Party's customary procedures for retaining volunteers, including but not limited to requiring the Cooperating Party Volunteer to sign the Cooperating Party's volunteer agreement.

5. Insurance. Cooperating Party acknowledges and agrees that Cooperating Party Volunteers are not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that Cooperating Party Volunteers are required to carry their own medical insurance (including, if applicable, veterinary professional malpractice insurance).

6. Relationship of Parties. Cooperating Party acknowledges and agrees that while any employee who is sent to an Operation as a Cooperating Party Volunteer

shall be directed by the ASPCA with respect to his or her duties as a volunteer during an Operation, such Cooperating Party Volunteer shall remain an employee of the Cooperating Party and will in no way be considered an employee of the ASPCA.

C. Receipt of Animals by Cooperating Party

1. In the event of a Disaster, Animal Cruelty event and/or large-scale seizure, the ASPCA Field Investigations and Response Team may ask the Cooperating Party to accept animals, using the protocol described herein, when such animals are legally freed for adoption, available for temporary foster, and/or legally freed for custody to be transferred to a third party, by the agency or government entity which has legal ownership over such animal.

2. The Cooperating Party may assist and accept animals from the ASPCA Field Investigations and Response Team (each, an "Animal") ONLY if the Cooperating Party has adequate space and resources to house the Animals humanely and will not euthanize any Animal brought to Cooperating Party by the ASPCA due to lack of space for additional incoming animals.

3. In the event that Animals are transferred by the ASPCA to the Cooperating Party, unless otherwise agreed to by the Parties, the ASPCA will have provided appropriate veterinary medical services and/or behavior evaluations where possible prior to the Animals' transfer. The ASPCA shall provide the Cooperating Party with documentation of such services, where possible.

4. In cases in which the Cooperating Party receives, or is asked to receive, Animal(s) from the ASPCA during an Operation, the Cooperating Party shall:

a) Accept Animals only when the Cooperating Party has the resources and capacity to ensure their humane treatment (including proper food, water, shelter, medical care and exercise and a reasonable expectation of adoption);

b) Assume financial responsibility for the care of the Animal(s), subject to Section VII below;

c) Not permit any Animal(s) to be used for any experimental purpose whatsoever;

d) In cases in which the ASPCA has legal ownership of Animal(s), accept the transfer of ownership of such Animal(s) from the ASPCA to the Cooperating Party in accordance with a separate transfer agreement; and

e) Provide follow-up reporting on final disposition and location of all Animals that were transferred to the Cooperating Party (numbers adopted, transferred, and euthanized).

D. Written Acknowledgment: The ASPCA shall respond to a request for assistance by the quickest practical means. Requests will be considered based upon the resources available at the time the requests are received. Upon receiving such a request, ASPCA will determine whether, and the extent to which, to deploy available resources to the Cooperating Party in accordance with such requests. If additional resources are needed beyond what ASPCA can provide, ASPCA, in conjunction with the Cooperating Party, may coordinate the contact, activation, and deployment of its National Response Partner Network to secure additional resources, subject to the terms of this Agreement. The form attached as Exhibit "C" is provided as an example of the format to be used to insure the transmission of the necessary information.

VII. COSTS OF ASSISTANCE: Each Party shall be responsible for all of its own costs associated with providing assistance unless previous agreed upon arrangements have been made. ASPCA and the Cooperating Party shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

VIII. PERIOD OF ASSISTANCE: The period of assistance shall be the time (A) beginning with (1) the departure of any personnel and/or equipment of the ASPCA from any point for the purpose of traveling to Cooperating Party in order to provide assistance, or (2) the admission of the first animal into temporary housing facilities provided pursuant to this Agreement; and (B) ending upon (1) the return of all personnel and equipment of the ASPCA, after providing the assistance requested, to their residence or regular place of work, whichever occurs first, or (2) the departure of the last animal that was admitted into temporary housing facilities pursuant to this Agreement.

IX. RELATIONSHIP; SUPERVISION AND CONTROL: Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between ASPCA and the Cooperating Party. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the

other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

Each of the ASPCA and the Cooperating Party shall be separately responsible for the operation and maintenance of its own personnel, equipment, and resources, and each Party's personnel, equipment, and resources shall generally remain under the operational control of such Party. ASPCA shall maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided upon request. The ASPCA reserves the right under this Agreement to withdraw its resources at any time, subject to reasonable notice to the other Party. Cooperating Party shall provide the ASPCA with at least seventy-two hour advance notification of Cooperating Party's intent to disallow animals to have continued access to temporary housing and at least twenty-four hour advance notification of Cooperating Party's intent to withdraw any other resources or personnel that has been provided to assist the ASPCA unless such notice is not practicable; in which case, such notice as is reasonable shall be provided. Equipment purchased in connection with responding to a Disaster or Animal Cruelty event pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.

X. FOOD; HOUSING; SELF-SUFFICIENCY: ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for operations in areas stricken by Disasters or emergencies, including Animal Cruelty events.

XI. PUBLICITY: During a joint effort, reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. ASPCA and the Cooperating Party shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and the Cooperating Party. When possible, advance notice and review of releases/reports shall be given by each Party to the other. The Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. If applicable, Cooperating Party must also secure any and all necessary permission from federal, state, or local law enforcement, if necessary, for use of the materials and shall provide confirmation of such permission to the ASPCA. Without such permission, neither Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and the Cooperating Party shall be jointly owned and both Parties shall retain ownership and access without inhibition.

XII. FUNDRAISING: Cooperating Party recognizes the ASPCA's dependence on voluntary public financial support to carry out Disaster and Animal Cruelty relief efforts. The ASPCA shall be free to make special appeals to the public and to its members, if any, for funding.

XIII. NON-EXCLUSIVE AGREEMENT: This Agreement is non-exclusive; ASPCA and the Cooperating Party reserve the right to form similar agreements with other parties. If more than one party is assisting, it is strongly encouraged that Cooperating Party seek an agreement with both assisting parties that requires all parties share information in a way similar to what is outlined under the above "Methods of Cooperation," section V.

XIV. INSURANCE: ASPCA shall carry its own insurance covering its individual organization and field operations. The Cooperating Party is a department of Effingham County whose employees and assets are covered under the Association County Commissioners of Georgia's Group Self-Insurance Worker's Compensation Fund and Interlocal Risk Management Agency insurance policies.

XV. ASPCA MISSION: In the course of responding to a Disaster or Animal Cruelty event, Cooperating Party shall strive to support the ASPCA's mission of providing effective means for the prevention of cruelty to animals throughout the United States and conduct its operations accordingly.

XVI. CONFIDENTIALITY: To the extent permitted by freedom of information and other public records laws, including but not limited to Georgia Open Records Act (Ga. Code Ann. § 50.18.70 et seq.), ASPCA and Cooperating Party agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by ASPCA or the Cooperating Party (as the "Disclosing Party") in connection with its performance under this Agreement and that are not made available to the general public, including without limitation, financial information, and information and materials about either Party's or its affiliates' operations, campaigns, and/or strategic or tactical plans (collectively the "Confidential Information").

Neither ASPCA nor the Cooperating Party shall, and each shall ensure that its employees, agents, representatives, and volunteers shall not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this Agreement except that ASPCA's and the Cooperating Party's employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.

XVII. LIABILITY, DEFENSE AND INDEMNITY

A. Claims Arising From Concurrent Acts or Omissions: Cooperating Party hereby agrees to defend itself, and ASPCA hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Cooperating Party and ASPCA. In such cases, Cooperating Party and ASPCA agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph XVII(C) below.


B. Joint Defense: Notwithstanding paragraph XVII (A) above, in cases where Cooperating Party and ASPCA agree in writing to a joint defense, Cooperating Party and ASPCA may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of ASPCA and Cooperating Party. Joint defense counsel shall be selected by mutual agreement of Cooperating Party and ASPCA. Cooperating Party and ASPCA agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph XVII(C) below or as otherwise provided in such written joint defense agreement. Cooperating Party and ASPCA further agree that neither party may bind the other to a settlement agreement without the written consent of both Cooperating Party and ASPCA.

C. Reimbursement and/or Reallocation: Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Cooperating Party and ASPCA may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D. Limitation of Liability. Neither Party shall be liable to the other party for any incidental, consequential, indirect, special or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence or other form of action.

XVIII. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS : This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except by written consent of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

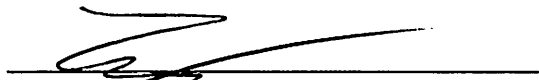
XIX. PERIODIC REVIEW: ASPCA and the Cooperating Party shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

XX. TERM; TERMINATION:  Agreement shall be effective as of the Effective Date and shall remain in effect for five years following the Effective Date. This Agreement shall automatically renew for a period of five years, but may be terminated by fifteen (15) days' written notification from either Party at any time.

[Signature page follows.]

Approved by:

ASPCA



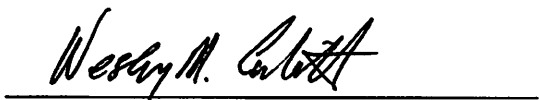
Tim Rickey
Vice President, Field Investigations and Response
American Society for the Prevention of Cruelty to Animals
424 East 92nd Street
New York, NY 10128

8-23-2017

Date

Cooperating Party

Agency Name: Effingham Co. Board of Commissioners



04/04/2017

Print Name: Wesley M. Corbitt

Date

Title: Chairman

County: Effingham

Address: 601 N. Laurel Street
Springfield, GA 31329

EXHIBIT A—AUTHORIZED REPRESENTATIVES

**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

424 East 92nd Street
New York, NY 10128

**Authorized Representatives to Contact for Emergency Assistance
Primary Representative**

Name: Dick Green

Title: Sr. Director, Disaster Response

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: 917-675-0653 Night Phone: Same

First Alternate Representative

Name: Tim Rickey

Title: Vice President, Field Investigations and Response

24-hour Telephone Number: 646-599-2742

Address: PO Box 131 St. Clair Mo 63077

Day Phone: 646-599-2742 Night Phone: _____

Second Alternate Representative

Name: Lacie Davis

Title: Disaster Response Manager

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: (646) 942-8939 Night Phone: Same

EXHIBIT A (cont.) – Effingham County:

Mailing Address: 601 N. Laurel Street
City, State, Zip Code: Springfield, GA 31329

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Lorna Shelton

Title: Director

24-hour Telephone Number: 912-674-6900

Address: 121 Windchime Lane Brooklet GA 30415

Day Phone: 912-754-2109 Night Phone: SAA

Pager: _____ Fax: 912-754-2199

First Alternate Representative

Name: Jessica Kicklighter

Title: Kennel Tech

Address: 3994 Courthouse Rd Guyton GA 31312

Day Phone: 912-665-5636 Night Phone: 912-6567254 (Mom)

Pager: _____ Fax: _____

Second Alternate Representative

Name: Tommy Williams

Title: Humane Services Corpal

Address: Sheriff Office Hwy 21 Springfield GA 31329

Day Phone: 912-650-3601 Night Phone: 912-690-0233

Pager: 912-754-4195 Dispatch Fax: _____

Angela Velazco 210-793-5334 Kennel Tech

5. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:

6. Estimated time and a specific place for a representative of Cooperating Party to meet the personnel and equipment of the ASPCA:

7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:

8. Please list what services you, or another organization, are willing to provide:

EXHIBIT C

ACKNOWLEDGMENT

To be completed by the ASPCA.

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Est. Arrival</u>
<u>Date/Time</u>		

2. Availability of Additional Resources:

3. Time Limitations on Resources Provided, if any:

EXHIBIT D

RELEASE OF LIABILITY

On this ___ day of _____, 20___, I hereby acknowledge that I am a volunteer/employee of _____ (Organization Name) (the "Organization"), and while I am not a volunteer of the American Society for the Prevention of Cruelty to Animals ("ASPCA"), I have voluntarily applied to assist the ASPCA (without compensation) in a disaster and/or cruelty response situation to which the ASPCA is responding.

I AM AWARE THAT WORKING IN A DISASTER AND/OR CRUELTY RESPONSE SITUATION MAY BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE NATURE AND DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I FURTHER ACKNOWLEDGE AND AGREE THAT I MAY NOT ASSIST WITH A DISASTER OR CRUELTY RESPONSE OPERATION UNLESS I HAVE MEDICAL INSURANCE.

I recognize that I am not entitled to medical disability, life insurance coverage or any other compensation from the ASPCA and that I am required to carry my own medical insurance (and, if applicable, veterinary professional malpractice insurance). **I acknowledge and agree that if I do not have medical insurance, I may not volunteer for any operation managed by the ASPCA.** I understand that although I registered as a volunteer/employee for the Organization and am not an ASPCA volunteer, this operation is managed by the ASPCA and I may at any time with or without cause be removed from my volunteer position at the sole discretion of the ASPCA. In addition, I understand and agree that the ASPCA will not directly reimburse me for any expenses incurred in connection with my volunteer position.

As lawful consideration for assisting in a disaster and/or cruelty response situation, I hereby agree that I, my heirs, distributees, guardians, legal representatives, and assigns will: (a) keep confidential the location, and details of the disaster and/or cruelty response; (b) not make a claim against, sue, attach the property of, or prosecute the ASPCA for injury or damage resulting from the ASPCA or its affiliates, as a result of my voluntary assistance in a disaster and/or cruelty response situation; and (c) release, indemnify, defend, and hold harmless the ASPCA from all actions, claims, or demands I, my heirs, distributees, guardians, legal representatives, or assigns may have for injury or damage resulting from my assistance in a disaster and/or cruelty response situation.

I agree that while I am voluntarily assisting at an ASPCA-managed operation, the ASPCA may take photographs or video in which I may appear, or permit others to take photographs or video in which I may appear, and that the ASPCA may use or authorize the use of the photographs or video in which I appear in any way it deems appropriate to support its mission, including fundraising purposes.

I HEREBY WARRANT THAT I (A) HAVE THE RIGHT TO ENTER INTO THIS AGREEMENT, (B) AM OVER EIGHTEEN (18) YEARS OF AGE, (C) HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT, (D) AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A

CONTRACT BETWEEN ME AND THE ASPCA, AND (E) SIGN THIS OF MY OWN FREE WILL.

THIRD-PARTY VOLUNTEER

ASPCA

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE