

Sanctuary residents include 13 horses, 12 donkeys, 7 sheep, 14 goats, 11 pigs, 44 chickens, 6 Guinea Fowl, 8 dogs, 18 cats, 10 ducks and 1 goose, Leona. The sanctuary is located on a rural road outside of Elgin, Texas. Here, animals and human visitors alike find new life and hope. *Visitors must be at least 8 years old and those under the age of 12 require special permission from the sanctuary's owner prior to your visit.* 

## Volunteer and Visitor Application and Liability Release Form

### **Contact Information**

Name	
Street Address	
City ST ZIP	
Phone	
E-Mail Address	

### **Volunteer Availability**

During which hours and days are you available for volunteer assignments?

#### **Volunteer Interests**

Tell us in which areas you are interested in volunteering

Stall Cleanup	Event Help
Haying	Fundraising
Carpentry	Grant Research or Writing
General Labor	Newsletter Writing
Other	Food Prepping

\_\_\_ Other\_\_\_\_\_ Food Prepping

Dreamtime Animal Sanctuary 556 Roemer Road Elgin, Texas 78621 dreamtimeanimals@gmail.com

## Person to Notify in Case of Emergency

Name		
Street Address		
City ST ZIP Code		
Home Phone		
Work Phone		
E-Mail Address		
How Did You Hear About Us?		

### **Agreement and Signature**

I understand that there is an inherent risk that is an integral part of participation in activities at, but not limited to, the property of Dreamtime Animal Sanctuary, at off-site demos, clinics and other livestock events. Such inherent risk includes, but is not limited to the following:

a) the propensity of an animal to behave in ways including, but not limited to biting, butting, scratching, pecking, kicking or spooking, that may result in injury, death, or loss to persons on or around the animal;

b) the unpredictability of an animal's reaction to sounds, sudden movement, weather- related events, unfamiliar objects, persons, traffic, farm equipment or other animals.

I release, remise, discharge and indemnify Nancy Jensen-Case and/or Dreamtime Animal Sanctuary and their respective agents from all liability for claims, demands, actions and causes of action for injuries, mental duress, property damage or death sustained by me and/or my dependent children and/or animals while doing anything at the Dreamtime Animal Sanctuary.

I understand that Nancy Jensen-Case and/or Dreamtime Animal Sanctuary does not assume any responsibility for or obligations to provide financial assistance or other assistance,

including but not limited to medical, health, or disability insurance in the event of injury or illness.

I agree to leave my own companion animals at home.

Name (printed)	
Signature	
Date	

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# DREAMTIME ANIMAL SANCTUARY RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, <u>AND INDEMNIFICATION AGREEMENT</u>

This Release, Acknowledgement and Assumption of Risks, and Indemnification Agreement ("Agreement") is entered into by the undersigned in favor of DREAMTIME ANIMAL SANCTUARY (the "Sanctuary") and its owners, operators, officers, employees and agents, including any other volunteers or guests participating in any activity conducted by or at the Sanctuary (collectively, the "Released Parties"). In consideration of being permitted to participate in any and all activities conducted by or at the Sanctuary, and to use the facilities of the Sanctuary, I acknowledge and agree as follows:

- 1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. I understand that all of the activities in which I may participate at the Sanctuary, including without limitation being around and working with animals, such as the horses, llamas and other animals that live at the Sanctuary, are inherently dangerous activities, and I acknowledge that I am voluntarily participating in such activities with full knowledge of the dangers involved. Such animals are powerful, easily frightened and unpredictable, and even those animals that are well-trained and appear gentle may rear, change direction or speed at will, shy, spook, kick, strike, bite, and bolt, all without warning and without apparent cause or in response to wind, sounds, movement of people, cars, bikes, or other animals, or inanimate objects. I understand and acknowledge that SERIOUS, PERMANENT BODILY INJURY, DISABILITY OR DEATH OF MYSELF OR OTHERS MAY RESULT from my participating in any activity at the Sanctuary, and that property belonging to me or others may be damaged. I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, ILLNESS, DISEASE OR DEATH TO MYSELF, INCLUDING FINANCIAL LOSSES (INCLUDING LOSS OF EARNING CAPACITY) AND DAMAGE OR DESTRUCTION OF PROPERTY OWNED BY ME OR IN MY CARE, RESULTING FROM MY PARTICIPATING IN ANY ACTIVITY CONDUCTED BY OR AT THE SANCTUARY.
- 2. <u>RELEASE OF LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE</u>. On behalf of myself, my family, heirs, estate, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE THE RELEASED PARTIES AND EACH OF THEM FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES based on any injury, disability, illness, disease, death, financial loss, property loss or damage, or other harm suffered by me, or by any third person for which I may be held responsible, that may result from my participation, or the participation of any third person for which I may be held responsible, in any activity conducted by or at the Sanctuary, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE; provided that nothing in this Section 2 shall be deemed to release any Released Party from liability arising from their willful injury to me or any other person or any property, or their gross negligence.
- 3. <u>INDEMNIFICATION</u>. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claim for injury or death resulting from my participation in any activity conducted by or at the Sanctuary, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives or assigns. The indemnification provided by this Section 3 shall include all costs and expenses incurred by any and all Released Parties in defending against said claims, including all actual attorney fees. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any claim for injury or death of any person whom I bring or invite to the Sanctuary or otherwise permit to participate in any activity conducted by or at the Sanctuary, WHETHER SUCH INJURY OR DEATH WAS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

## DREAMTIME ANIMAL SANCTUARY RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT

- 4. <u>AGREEMENT TO PAY FOR EMERGENCY MEDICAL TREATMENT</u>. I AGREE that should emergency medical treatment be required for me or for any third person for which I may be held responsible, I and/or my own accident/medical insurance Company SHALL PAY FOR ALL SUCH INCURRED EXPENSES.
- 5. <u>SEVERABILITY</u>. If any provision of this Release is held to be unenforceable, such provision shall be excluded and the balance of the Release shall be enforced in accordance with the remaining terms.
- 6. <u>LEGALLY BINDING</u>. I have read this Release and understand that I am giving up legal rights. I have executed it knowingly and voluntarily without relying on any statement or representation of any Released Party. I understand that it is a binding legal document.
- 7. <u>PARENTS MUST SIGN FOR MINORS</u>. I represent that I am 18 years of age or older and am legally competent to enter into this Release for myself. If signing for a minor, I represent that I am the parent of duly appointed legal guardian of the minor for whom I am signing this Release.

Name (please print)			
Signature		Date	
Name of Minor and age	(please print)		
Name of Minor's Parent	(please print)		
Signature of Minor's Par	rent	Date	
Full Address:			
Home Phone:			

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