

Name:	Phone:	
Address:	Phone (alt):	
	Email:	
City:		
State:		
<u>Zip:</u>		
	agree to foster the following animal(s),, and do declare that I agree to the following terms an	nd
that I am fostering and agree to return the upon demand. I further agree that if it is o	oundation maintains superior title to the animal(s) e animal(s) to Middleburg Humane Foundation determined at any time that any of the terms of this with, I will return the animal(s) upon demand	
	imal care area at my home prior to and during the his inspection will be conducted by, and at the ddleburg Humane Foundation	
return the animal(s) to Middleburg Huma	ostered temporarily at my home, and that I will ane Foundation upon request. I agree to notify no longer able to provide care for my foster	
Only an authorized representative of Midanimal(s) in a new home. I agree that I wi	am not permitted to place the animal(s) myself. dleburg Humane Foundation can place the ill not give the animal(s) to another person or burg Humane Foundation I will also notify the ng are lost or stolen	



5. I agree to provide the animal(s) I am fostering with good and loving care, including adequate food and water, shelter from the elements, daily exercise and medication or veterinary care as needed. Middleburg Humane Foundation appreciates any willingness to donate the basics including food, toys, collar, leash etc.	
6. I understand that MHF will pay all medical expenses for the foster animal(s) in my care; however MHF MUST authorize all veterinary expenses in advance of treatment 7. I agree to keep an ID tag attached to a properly attached collar that will remain on the foster animal(s) at all times	
8. If I am fostering a cat, I agree to keep the cat strictly indoors, going outside only on a harness or into a secure cattery. If I am fostering a dog I agree to keep the dog under my control at all times going outside only on a leash or into a securely fenced area	
9. I agree that any injury to the foster animal(s) or other animals in my home due to negligence of the caregiver is the responsibility of the foster family, including any required medical attention	
10. I agree to assume all responsibility for the foster animal(s) in my care while on or off the premises	
11. I agree to assume all liability for the foster animal while in my care	
12. I understand that should I wish to adopt my foster animal(s), I will be required to contact Middleburg Humane Foundation and complete the adoption procedure. I understand that fostering an animal does not guarantee approval for adoption	
13. I understand that Middleburg Humane Foundation cannot guarantee the health, temperament, or training of the animal(s) I am fostering. I, hereby for myself, heirs, administrators and assigns, fully irrevocably and unconditionally release and agree to hold harmless, unsuspected and/or fixed conditional or contingent actions, causes of action, charges, suits, debts, demands, claims, contract covenants, liens, rights, liabilities, losses, royalties costs, expenses (including, without limitation, attorney's fees) or damages, including but not limited to any medical costs, damages to property, persons or other pets of every kind nature and description, at law or in equity, in Connection with or arising from while I am caring for the agreed rescue animal(s)	



## **Animal Cruelty Affidavit**

I certify that neither I nor anyone living in my household has ever been charged with animal cruelty, neglect or abandonment.

Printed Name:		
Street Address:		
City, State, ZIP:		
Telephone:		
Signature:	Date:	

## Middleburg Humane Foundation Volunteer Release and Waiver of Liability

This release and waiver of liability (the "Release") is executed on this	day of	, 20	, in	
favor of Middleburg Humane Foundation., a Virginia non-profit corporation	, its directors, o	fficers, emplo	oyees and a	gents
(collectively, "MHF").				

I (the "Participant"), desire to volunteer with MHF to provide animal rescue and care services. I understand that these services may include, but are not limited to, transporting animals to a foster home, kennel, vet, adoptive home, and/or obedience classes and training activities; working with, handling, feeding and grooming animals; providing necessary care to ensure the animals' safety; and traveling to and working in disaster sites in the United States.

I hereby freely and voluntarily, without duress, execute the Release under the following terms:

- 1. **Waiver and Release.** In exchange for being able to volunteer with MHF and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I release and forever discharge and hold harmless MHF from any claim, cause of action or liability whatsoever that I or my executors, administrators, heirs, legal representatives, assigns or others may have now or in the future against MHF arising out of any volunteer activity. I understand that MHF does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage (see insurance requirements below).
- 2. **Insurance.** MHF does not carry or maintain, and expressly disclaims responsibility for providing, any health, medical or disability insurance coverage for the Participant. EACH PARTICIPANT IS ENCOURAGED TO CARRY PERSONAL LIABILITY OR HEALTH INSURANCE BEFORE VOLUNTEERING WITH MHF.
- 3. **Medical Treatment.** I hereby release and forever discharge MHF from any claim whatsoever which arises or may hereafter arise as a result of any first-aid treatment or other medical services rendered in connection with any volunteer activity, and I agree to be solely responsible for any medical costs which may arise.
- 4. **Assumption of Risk.** I understand that volunteering with MHF may expose me to hazardous activities, including, but not limited to, animal rescue, handling and providing care for animals, transporting animals, and working in disaster-stricken geographic areas. I hereby expressly assume the risk of injury or harm that may arise and release MHF from all liability for injury, illness, death or property damage resulting from same. In addition, I understand that MHF does not offer any formal training for its volunteers and MHF therefore expressly disclaims the adequacy of any pointers or methodologies that I may learn while volunteering.
- 5. **Photographic Release.** I grant and convey MHF all rights, title and interest in any and all photographic images, video, and audio recordings made by MHF or its agents while I am volunteering, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
- 6. **Dispute Resolution.** Any dispute that may arise out of this Release or otherwise between the Participant and MHF shall be governed by the lawss of the State of Virginia, without reference to choice of laws principles, and each party irrevocably consents to the jurisdiction of the courts located in Fauquier County, VA.
- 7. **Other.** I represent that I am at least eighteen (18) years old and I shall perform all volunteer services without compensation and, in performing such services, acknowledge that I am not acting as an employee of MHF.

Participant Name (please print):	
Signature:	Date:
Witness Name (please print):	
Signature:	Date: