



SAN DIEGO HUMANE SOCIETY'S DOG DAY OUT PROGRAM PARTICIPATION AGREEMENT AND RELEASE

Thank you for your interest in San Diego Humane Society's Dog Day Out program. Dog Day Out is a unique program that allows guests to take shelter dogs for a day-long outing. By participating in the Dog Day Out program, the undersigned agrees to the following:

I understand that participating in this program with San Diego Humane Society may require me to come in contact with animals, and that there are risks associated with my activities, including but not limited to dog bites and/or scratches. I assume the risks and accept personal liability for any damages that might occur as a result of my activities. I HEREBY IRREVOCABLY RELEASE (1) SAN DIEGO HUMANE SOCIETY, AND (2) ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") FROM ANY AND ALL CLAIMS I MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE TO ME, AGAINST RELEASED PARTIES FOR PERSONAL INJURY, INCLUDING DEATH, AND ALL PROPERTY DAMAGE OR LOSS, ARISING OUT OF MY ACTIVITY WITH SAN DIEGO HUMANE SOCIETY.

I hereby agree to indemnify, defend and hold the Released Parties harmless from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that the Released Parties may sustain in connection with any third party claims that arise out of my activities, whether such activities occur on San Diego Humane Society's premises, at my home, or elsewhere.

I UNDERSTAND THAT SAN DIEGO HUMANE SOCIETY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY. I UNDERSTAND THAT SAN DIEGO HUMANE SOCIETY DOES NOT PROVIDE WORKERS COMPENSATION INSURANCE FOR PROGRAM PARTICIPANTS. AND HEREBY EXPRESSLY WAIVER ANY CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF SAN DIEGO HUMANE SOCIETY IN THE EVENT OF ANY INJURY OR MEDICAL EXPENSE.

I agree that if I choose to transport any San Diego Humane Society animal(s) in my personal vehicle for any purpose, I will (1) maintain at least the state-required minimum amounts of automobile insurance on the vehicle, and (2) release, indemnify and hold the Released Parties harmless from any claims arising from and/or related in any way to such animal's presence in my vehicle.

I acknowledge and understand that I am a program participant with San Diego Humane Society. I am not eligible for San Diego Humane Society's Workers' Compensation or any other type of compensation or employee benefit in connection with my activities.

By using the San Diego Humane Society tags or the #dogdayout hashtag in the images and other content I post on my social media accounts related to my activities, I hereby grant San Diego Humane Society a non-exclusive, fully paid, worldwide, perpetual license to use, modify, publicly perform, publicly display, and reproduce my photographs, name, and likeness solely for marketing and promotional purposes.

I certify that I am 18 years of age or older. I have received and read San Diego Humane Society's current version of the Dog Day Out Manual and agree to abide by its requirements and guidelines, including the following:

1. To care for and treat humanely any dog given to me.
2. To keep the dog on leash unless confined in my home or securely fenced yard.
3. To use reasonable care to ensure the safety and well-being of the dog in my care, the safety of other dogs, and the people the dog comes into contact with.
4. To contact San Diego Humane Society if the dog exhibits symptoms that indicate a serious condition. Please see San Diego Humane Society's Dog Day Out Manual for examples of potential emergencies.
5. To keep the dog under my direct supervision at all times during the activity.
6. To immediately notify San Diego Humane Society in the event of a missing or injured dog, if the dog bites any person or animal, or any other injury or accident that I witness or experience resulting from my activities.
7. That all dogs are the property of San Diego Humane Society and shall not be sold, given away, or adopted out without prior approval of San Diego Humane Society's authorized personnel.
8. To return the dog at the conclusion of the Dog Day Out.
9. To provide verification of my personal information, such as name, address, or phone number, and any changes there to.

I understand that this Dog Day Out Agreement and Release is binding on my heirs, assigns and legal representatives. This Dog Day Out Agreement and Release form is executed by me voluntarily and without reliance upon any representation by any person.

By signing below, I acknowledge and represent that I have read and understood the foregoing release, sign it voluntarily, and agree to the indemnity and waiver of liability above.

Dog Day Out Participant's Signature

Date