Waiver #2
Shelter Visitors (Tours, M&G, Read to Dogs, etc.)
Shelter: Groups and Programs Visitors
Market: Groups and Programs Visitors
Offsite Visits and Activities (Assisted Living, Schools, etc.)

VISITOR/PARTICIPANT LIABILITY WAIVER AND RELEASE

This VISITOR/PARTICIPANT LIABILITY WAIVER AND RELEASE (this "Release") is executed as of

(date)_____, by (name) _____, for myself and/or my minor children, if any,

(names of children)_____,
in favor of Mostly Mutts Animal Rescue and Adoption, Inc., a Georgia non-profit corporation with locations at 3238 Cherokee Street, Kennesaw, Georgia and 3248 Cherokee Street, Kennesaw, Georgia 30144 and 5505 Bells Ferry Road, Acworth, Georgia 30102 (collectively, the "Properties"), and its members, trustees/directors, officers, employees, volunteers and agents (collectively, "Mostly Mutts"). If this Release pertains to a minor child, the terms "me, my, I and/or mine" shall reference me and/or my minor child, as applicable.

I desire to visit the Properties and/or participate in offsite activities organized by Mostly Mutts (collectively, the "Activities"). I understand that the Activities may include, but are not limited to, observing, touching, interacting with, and being in the physical presence of animals under the care of Mostly Mutts.

In exchange for being allowed to access the Properties and participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. **Assumption of Risk**. I am aware and understand that accessing the Properties and participating in the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks including, but not limited to, physical or psychological injury, disability, illness, and loss of or damage to personal property. I further understand and acknowledge that exposure to animals can be hazardous in nature and may involve the possibility of bites, scratches, violent attacks, other personal injury and/or property damage. I acknowledge that I am voluntarily accessing the Properties and participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my being on the Properties or my participation in the Activities.

2. **Medical Treatment**. I hereby give consent and authority to the Mostly Mutts to obtain medical treatment on my behalf if I am injured or require medical attention while on the Properties or during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless Mostly Mutts from any claim whatsoever in connection with such treatment or other medical services.

3. **Release and Waiver**. I hereby fully and forever release and discharge Mostly Mutts from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my being on the Properties or my participation in the Activities. I agree not to make or bring any such claim or demand against Mostly Mutts, and fully and forever release and discharge Mostly Mutts from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES MOSTLY MUTTS FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST MOSTLY MUTTS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM MY BEING ON THE PROPERTIES OR MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF MOSTLY MUTTS OR OTHERWISE.

4. **Insurance**. I UNDERSTAND THAT MOSTLY MUTTS 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.

5. **Indemnification**. I hereby agree to indemnify, defend, and hold harmless Mostly Mutts from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my being on the Properties or my participation in the Activities, arising out of any third-party claim.

6. **Photographic Release**. I understand and agree that I may be photographed and/or videotaped by Mostly Mutts for internal and/or promotional use while accessing the Properties or participating in the Activities. I hereby grant and convey to Mostly Mutts all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to Mostly Mutts' use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any programs, publicity or other purposes without further compensation or permission.

7. **Miscellaneous**. I hereby agree that this Release represents the full understanding between Mostly Mutts and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of Mostly Mutts and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. **Electronic Signatures**. This Release may be executed by manual or electronic signature. I acknowledge and agree that any electronic signatures included in this Release are intended to authenticate this Release and shall have the same force and effect as manual signature, to the extent and as provided for under applicable law.

9. **Governing Law**. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia, without reference to any choice of law doctrine.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS RELEASE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

Signature of Visitor/Participant: _____

Name of Visitor/Participant (please print): _____

Email Address: _____

Date: _____

☐ I agree to join the Mostly Mutts email list and receive news and information regarding the organization's activities and events.

If the visitor/participant is under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize Mostly Mutts to obtain medical treatment for such minor and release it from liability in accordance with this Release.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Email Address: _____

Date: _____