

**MARINE MAMMAL CARE CENTER AT FORT MACARTHUR
VOLUNTEER AGREEMENT, WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT AND (“RELEASE”)**

I, _____ (“Volunteer”) desire to provide volunteer services at the Marine Mammal Care Center at Fort MacArthur (“MMCCFM”) located at 3601 South Gaffey Street, San Pedro, California 90731. I am participating in the volunteer program sponsored by MMCCFM of my own free will and no representations have been made to induce me to execute this Release.

I understand and acknowledge that the MMCCFM has consented to allow me to volunteer at its facility and to work with the subject of its charitable efforts. My volunteer activities may include working with/handling marine mammals; working with/handling fish; cleaning and maintaining animal enclosures; cleaning and maintaining other facility areas; assisting with facility upgrade and repair; assisting with filtration quality control; acting as an educational liaison between the MMCCFM and the public. I acknowledge and agree that I have been informed that there are certain risks associated with the activities of the volunteer program.

Waiver and Release: In consideration of being permitted to participate as a volunteer at the MMCCFM, I do hereby release, waive, discharge, and relinquish any and all claims or causes of action, including, but not limited to, claims for personal or emotional injury, wrongful death, active or passive negligence, pain and suffering, intentional acts, medical costs, and legal and attorneys’ fees, which I may have against the MMCCFM, the Foundation for Marine Animal Husbandry, and their staff members, volunteers, employees, directors, trustees, members, parents, subsidiaries, affiliates and agents (hereafter collectively referred to as “MMCCFM”) which may arise from my participation as a volunteer or any related activities whenever, wherever or however said injuries or damage may occur. I also understand that MMCCFM does not assume any responsibility for and is not obligated to provide financial assistance or other assistance to me, including but not limited to medical, health or disability insurance in the event of injury or illness.

Medical Treatment: I hereby release and forever discharge MMCCFM from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my volunteer activities.

Assumption of Risks: Participation in the volunteer program carries with it certain inherent risks. The specific risks vary from one activity to another, but the potential injuries include, but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries, including but not limited to joint or back injuries, injuries to limbs, loss of or injury to the senses (sight, hearing, smell, etc.) heart attacks, and concussions; and 3) catastrophic injuries including but not limited to paralysis and death. Dangers include, but are limited to, animal attacks, injury from equipment, slips, falls and objects or persons falling on me. I acknowledge and agree to voluntarily and willingly assume all of the risks inherent in my participation in the volunteer program.

Photography Authorization: I understand and agree that all “photography” (defined as all photographs, film, video and/or sound recording) on the premises of the MMCCFM is strictly prohibited unless authorized in advance by the Director or Operations Manager of the MMCCFM. I understand and agree that all such photography authorized in advance shall only be used for my personal, non-commercial purposes. I understand and agree that I may not sell, exhibit, display, transfer, publicly disseminate such photography without the express written authorization of the Director, including without limitation on any social networking websites such as Facebook, YouTube, Twitter, etc. I further understand and agree to turn over any unauthorized photography to the MMCCFM. I hereby release, waive, discharge and relinquish the MMCCFM from any liability relating to the turnover of any unauthorized photography, and I understand and agree that the MMCCFM will not be responsible for providing any compensation to me for any unauthorized photography confiscated by the MMCCFM.

Photography Waiver: I understand and agree that, from time to time, the MMCCFM may, or may authorize media agencies, film makers, journalists and other authorized parties to, take photographs, film, video and/or make sound recordings (collectively referred to as “Photographs”) at the MMCCFM. I understand and agree that my image and/or voice may be reproduced and/or recorded by MMCCFM or such authorized individuals, and I hereby release, waive, discharge and relinquish any rights I may have to the use of my image and/or voice by such authorized individuals. Furthermore, I irrevocably authorize such authorized individuals and MMCCFM to reproduce, publish, exhibit, distribute and use the Photographs in any manner, including advertising and promotion related to MMCCFM, in all forms and media now known or hereafter developed, in which the Photographs are disseminated, without further consent, and I forever release and discharge MMCCFM, and its employees, licensees, contractors, agents, successors, and assigns from any and all claims, actions, or demands whatsoever by reason of any such use.

MMCCFM’s Right To Discontinue Volunteer’s Participation: I understand and agree that the MMCCFM reserves the right, in its sole discretion, to discontinue my participation in the volunteer program at any time (without prior notice) and for any reason.

Indemnification and Hold Harmless: I also agree to indemnify and hold the MMCCFM harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my participation in the volunteer program and to reimburse the MMCCFM for any such expenses incurred.

Severability: I further expressly agree that this release, waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have read this entire Release and I understand and agree to all of the provisions contained in this Release. I further understand that I am giving up substantial rights, including the right to sue, in exchange for being permitted to participate as a volunteer.

I appreciate the risks that are inherent in my participation in the volunteer program at the MMCCFM. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

I acknowledge that my signature on this Release is given freely and voluntarily, and I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Volunteer’s Signature

Date