

GIBBON CONSERVATION CENTER

A nonprofit center for the study, preservation and propagation of highly endangered species

AGREEMENT AND RELEASE OF LIABILITY

I, _____ ("Volunteer") am eighteen (18) years or older and am freely and voluntarily visiting or volunteering at the Gibbon Conservation Center ("GCC").

I am informed and understand that GCC cares for and houses wild animals upon its property that are unpredictable and dangerous. These animals may also harbor harmful diseases that can be transmitted to humans. I am informed and understand that I place my person and property in danger by visiting GCC. Knowing these risks, I voluntarily accept them and agree to assume any and all risks of injury or death as a result of visiting or volunteering at GCC.

In consideration of being permitted to enter GCC' property for any purpose, including, without limitation, observation, use of facilities or equipment, or participation in any way, Volunteer acknowledges, agrees, and represents that Volunteer has, or immediately upon entering will, inspect GCC' property, facilities, and equipment (collectively "GCC' Property"). It is further warranted that entry on GCC' Property for observation, participation, or use of any facilities or equipment constitutes an acknowledgment that GCC' Property was inspected and that Volunteer finds and accepts it as safe and reasonably suited for the purposes of observation or use.

In further consideration of being permitted to enter GCC' Property for any purpose, Volunteer agrees to the following:

1. While Volunteer is on GCC' Property, Volunteer releases, waives, and discharges GCC, its owners, agents, volunteers, or employees ("Releasees") from any liability to Volunteer _____ for any loss or damage resulting from personal or property injury, including death, whether caused by Releasees' negligence or otherwise; Volunteer further covenants not to sue for such liability.
2. Volunteer agrees to indemnify and save and hold harmless Releasees from any loss, liability, damage, or cost Releasees may incur due to Volunteer's presence at GCC' Property or in any way observing or using any GCC facilities or equipment, whether caused by Releasees' negligence or otherwise.
3. Volunteer further expressly agrees that the foregoing release, waiver, and indemnity 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 is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Volunteer has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date _____ Volunteer's signature _____

Address _____ Phone No. _____

Alan Richard Mootnick, Director

P.O. Box 800249, Santa Clarita, CA 91380 • Tel: (661) 296-2737 • Fax: (661) 296-1237

website: www.gibboncenter.org • email: gibboncenter@earthlink.net

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