



KENDALL COUNTY ANIMAL CONTROL

802 John Street
Yorkville, Illinois 60560
T: 630-553-9256
F: 630-553-1615

VOLUNTEER ACKNOWLEDGEMENT AND WAIVER AND RELEASE OF LIABILITY

(to be completed by all individuals before volunteering at Kendall County Animal Control)

Date:

Volunteer's Name:

Volunteer's Address:

Volunteer's Phone:

Volunteer's

Email Address:

**Emergency Contact
Person's Name:**

Emergency

Contact's Phone:

In consideration for being permitted to volunteer at the Kendall County Animal Control Department, the undersigned agrees to the following terms and conditions:

- Volunteer Requirements.** While volunteering at the Kendall County Animal Control, I will follow the directives of Kendall County staff, and I will wear all required safety equipment/gear requested by Kendall County staff.
- Kendall County Employee.** If I am a current employee of Kendall County, I understand that I must fully complete and sign the Employee Addendum attached to this Volunteer Acknowledgment and Waiver and Release of Liability ("Waiver"), which shall be fully incorporated into this Waiver by reference herein.
- Acknowledgment and Acceptance of Risks.** I understand that volunteering at the Kendall County Animal Control involves certain risks. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others while volunteering at the facility. By signing my name below, I affirm that I am volunteering with knowledge of the hazards and potential dangers involved, and I agree to accept all risks set forth above. I understand that Kendall County, its elected officials, employees, volunteers, insureds, successors, and assigns (hereinafter collectively referred to as "Releasees") cannot eliminate all risks or guarantee my safety while volunteering at Kendall County Animal Control. I understand that I am solely responsible for knowing my own physical condition and my ability to participate in this volunteer opportunity.
- Waiver and Release of Claims.** Knowing the risks described above, I agree, on behalf of myself and my family, heirs, assigns, and personal representative(s) to assume all the risks surrounding my volunteer services at Kendall County Animal Control. I understand and agree that I am fully responsible for the consequences of my actions. I hereby release, hold harmless and agree to indemnify and defend (with counsel of Releasees' own choosing) the Releasees from and against any present or future claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees, expert fees, and court costs) for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, resulting from any cause while volunteering for Kendall County and Kendall County

Animal Control. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in their defense shall not remove my duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. This is a complete and irrevocable release and waiver of liability.

5. **Authorization to Seek Emergency Medical Treatment.** I authorize the Releasees to seek emergency medical treatment on my behalf in case of injury, accident, or illness to me arising from my volunteering with Kendall County Animal Control. I understand that I will be responsible for payment in full of all medical, dental and vision care expenses and for all other expenses and damages that I sustain from such injury, accident and/or illness.
6. **Consent to Record/Photograph.** By signing my name below, I hereby consent for Kendall County, Illinois and its elected officials, employees, and agents to record, videotape and photograph my image and/or voice (collectively referred to as my "image") to be used for informational and marketing materials published by Kendall County and its Kendall County Animal Control. By signing below, I affirm that I understand no special compensation will be provided to me for use of my image and that I will not receive advance notice before my image is used for these purposes. I understand this consent can be revoked at any time by sending written notice to the Kendall County Animal Control Director, 802 John Street, Yorkville, Illinois 60560.
7. **Loss or Theft of Personal Property.** By signing below, I affirm that Releasees are not responsible for any loss or theft of my personal property brought to and/or left at Kendall County Animal Control and/or at Kendall County Animal Control events.
8. **Entire Agreement.** This Waiver represents the entire agreement between the parties regarding its subject matter and there are no other promises or conditions in any other agreement whether oral or written. This Waiver supersedes any prior written or oral agreements between the parties regarding its subject matter and may not be modified except in writing acknowledged by both parties.
9. **Choice of Law and Venue.** This Waiver shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
10. **No Employment Contract.** By signing below, I acknowledge that my execution of this Waiver and participation in the volunteer opportunity with Kendall County Animal Control in no way creates a contract of employment with Releasees. I am participating in this volunteer opportunity without promise, expectation, and/or receipt of any compensation or benefits from Kendall County.

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

Volunteer's Signature

Date



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**EMPLOYEE ADDENDUM TO
VOLUNTEER ACKNOWLEDGEMENT & WAIVER OF LIABILITY**

(to be completed by any current Kendall County employee requesting to volunteer at Kendall County Animal Control during their non-compensated time)

Date: _____

Volunteer's Name: _____

I am currently employed by Kendall County, Illinois and/or one of its elected offices. Yes No

If you checked "yes", please complete and return this Employee Addendum Form to Kendall County Animal Control before performing any volunteer services.

The undersigned agrees to the following terms and conditions, which are incorporated by reference herein into my signed Kendall County Animal Control Volunteer Acknowledgment and Waiver and Release of Liability ("Waiver"):

1. I currently work at Kendall County _____ ("Employer").
2. My current job title is: _____.
3. I am requesting to volunteer at Kendall County Animal Control during my non-working time, and my request is made freely and without coercion.
4. My volunteer hours will occur only during non-compensated, non-working time.
5. **While volunteering at Kendall County Animal Control, I will not perform any services that are the same type of services that I perform and/or am assigned to perform for my Employer (hereinafter collectively referred to as "same services"). I must immediately notify the Animal Control Director or their designee if I am asked to perform the same services.**
6. My volunteer hours at Kendall County Animal Control are not considered "hours worked" and will not be applied toward benefits and/or service credits by my Employer. I affirm that I am not receiving any compensation for my volunteer services with Kendall County Animal Control.
7. By signing below, I affirm that I have reviewed all the above with my Employer.

Volunteer's Signature

Date

Reviewed by:

Employer's Signature

Date

Received by Kendall County Animal Control:

Witness (Printed Name)

Witness (Signature)

Date