



HAMILTON TOWNSHIP, MERCER COUNTY ANIMAL SHELTER

WAIVER, RELEASE, AND INDEMNIFICATION

AGREEMENT



This Waiver, Release, and Indemnification Agreement (“Agreement”) is entered into by and between the Township of Hamilton, Mercer County (“Township”), a municipal corporation of the State of New Jersey, with offices located at 2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150 and _____ (“Volunteer”), an individual currently residing at _____, in order to permit the Volunteer to participate in the Volunteer Program (“Program”) at the Hamilton Township, Mercer County Animal Shelter (“Animal Shelter”).

Volunteer acknowledges that he/she has been advised that working with animals housed at the Animal Shelter is hazardous and involves contact with animals that are unpredictable. Accordingly, in order to participate in the Program, the Township requires each Volunteer to acknowledge, by virtue of signing this Agreement, that the Township shall not be held liable for any injuries or damage that may occur as a result of working with the animals. Volunteer understands that the following are some, but not all, of the risks associated with working with shelter animals:

- Bites or scratches from animals, including but not limited to the following dogs, cats, rabbits, reptiles, rodents, and birds.
- Being knocked down or pulled excessively by a dog.
- Injuries relating to the wrist and/or hand and/or arm and/or shoulder and/or back from handling a dog leash.
- Slips/trips/falls resulting from wet floors/kennels or equipment.
- Spraying water and/or cleaners in eyes.
- Injuries resulting from cage doors, equipment, etc.
- Exposure to flea/tick bites, ringworm infestation, or other internal or external parasites.
- Exposure to Zoonotic illnesses (human illness contracted from animals).
- Possible exposure to personal pets of animal bred illnesses within the shelter
- Injuries related to lifting animals, food, litter, or equipment.
- Injuries caused from grooming equipment such as clipper blades, shears, and driers.
- Exposure to cleaners, latex gloves, bleach, and parasite control products, etc.
- Exposure to incidents relating to the public (verbal outbursts, inappropriate contact, etc.).
- Exposure to incidents relating to other volunteers (verbal outbursts, inappropriate contact, etc.).
- Loss or damage to personal property.
- Vehicle damage while parked on Animal Shelter grounds.

Volunteer acknowledges that injury, loss or damage to personal property, and death may occur as a result of Volunteer’s participation in the Program. Volunteer agrees that the Township and Township’s officers, employees, agents, and representatives (“Indemnitee” or “Indemnities”) shall not be held responsible or liable for any personal injury or other injury, including death, damage, loss, or expense to Volunteer or his/her property.

Volunteer fully, completely, and unconditionally agrees to hold harmless and waive and release each Indemnitee from all types of legal action, liabilities, duties, charges, demands, damages, costs, attorney fees, or expenses of any kind that Volunteer may have now or in the future against the Township relating to participation in the Program.

Volunteer represents and warrants that he/she is physically and mentally fit to safely work with animals and the public at the Animal Shelter. Should an accident or other medical emergency occur while participating at the Animal Shelter or while Volunteer is on route to or from an event sponsored by the Animal Shelter and Animal Shelter staff are unable to

timely reach Volunteer's listed Emergency Contacts for medical authorizations, then Volunteer hereby gives his/her consent for the Animal Shelter staff members to authorize medical treatment.

Volunteer represents and warrants that Volunteer has current medical insurance coverage and agrees to be responsible for any and all billings and debts incurred with respect to such medical treatment services.

Volunteer represents and warrants that he/she has the legal authority to enter into this Agreement.

This Agreement shall be binding upon the respective parties hereto and their successors and assigns.

If any portion of this Agreement is or shall become illegal, null or void for any reason whatsoever, or is held by a court of competent jurisdiction to be so or to be unenforceable, the remaining portion of the Agreement shall remain in full force and effect as if such invalid or unenforceable provision was omitted.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

VOLUNTEER

TOWNSHIP OF HAMILTON

(Signature)

Kathleen Fitzgerald, Health Director

WITNESS

ANIMAL SHELTER

(Sign and print name)

Donielle Killian-Gioia, Management Specialist

Date: _____

Date: _____

Contact Information:

Daytime Telephone number(s): _____

Evening Telephone number(s): _____

Mobile (cell) telephone number(s): _____

Emergency name and contact number(s): _____



HAMILTON TOWNSHIP, MERCER COUNTY ANIMAL SHELTER VOLUNTEER AGREEMENT



In signing this Agreement, I understand and agree to the following:

I will treat all animals, people, and property I come into contact with as a volunteer at the Township of Hamilton Animal Shelter ("Animal Shelter") with respect. I will refrain from using profanity and conduct myself with courtesy at all times.

I will be on time for my scheduled shift. I will sign in and out for my shift at the Volunteer Station and report via email or phone any additional time I spend at any offsite activities sponsored by the Animal Shelter.

If I am unable to report for my scheduled shift, I will contact the Animal Shelter to make the staff aware.

I agree to commit to volunteering a minimum of six (6) hours per month for the first three (3) months, then strive to continue to reach _____ hours monthly after that. When I am no longer able to volunteer at the Animal Shelter, I will notify the Volunteer Coordinator and/or Shelter Manager.

I will wear my Animal Shelter name badge while volunteering and arrive appropriately dressed by wearing close-toed shoes, pants, and clothing appropriate for my position. If I am wearing shorts or open-toed shoes, I may be asked to leave due to safety risks. Because each volunteer is a representative of Animal Shelter in the eyes of the public, I agree to cover any visible tattoos of an offensive nature. For safety reasons, I agree to cover or refrain from wearing visible body piercings and large, dangling jewelry.

I agree to be supervised by the Volunteer Coordinator, Shelter Manager or a designated staff person. If I feel that a communication problem exists between paid staff and myself, I will report the problem to the Volunteer Coordinator and/or Shelter Manager as soon as possible.

I give permission to the Animal Shelter to use photographs or video footage of my Volunteer activities.

I understand that as a Volunteer I may gain access to information about the Animal Shelter, customers, or staff that is confidential. I agree to maintain confidentiality and to refuse disclosure of any information that is either private or personal.

Volunteering at the Animal Shelter is at-will. Active Volunteer status at the Animal Shelter may be terminated for any reason, with or without cause or notice, at any time by either party – Volunteer or the Animal Shelter. I understand that if I have not reported hours for four (4) months, my active status as a Volunteer will become inactive.

Volunteer Signature

Date

Volunteer Printed Name



CONFIDENTIALITY AGREEMENT



There are important restrictions on the release of client (customer, adopter, donor, volunteer, community resident) and employee information and records. These restrictions are for the protection of the Shelter's voluntary and involuntary clients, visitors and staff.

Confidential client information should never be discussed with or in the presence of third parties without the approval of a shelter manager. A shelter manager must approve of the release of any confidential information, files or documents containing confidential information.

Confidential information includes, but is not limited to, the following:

1. Identifying information about voluntary or involuntary clients, including names, addresses or phone numbers;
2. Identifying information about volunteers and Township Employees including names, addresses or phone numbers;
3. Information relating to families of clients;
4. Identifying information regarding individuals charged with, cited for, or convicted of animal cruelty or neglect.
5. Any other information that would identify clients or potentially place clients and/or their family members at risk;
6. Information that would identify the names or locations of adopters, adopted animals, fosters, or fostered animals.

All information and records obtained in the course of providing services to either voluntary or involuntary clients or shelter visitors shall be strictly confidential. Township Employees information cannot be dispensed without the individual's permission.

A breach of confidentiality is a serious infraction of Shelter policy and will result in termination of your participation in the Volunteer Program.

PLEDGE OF CONFIDENTIALITY:

I, _____(print name), hereby certify that I have read the above confidentiality agreement and understand its terms and my responsibilities as a volunteer, and that I will not disclose confidential information regarding shelter clients (voluntary or involuntary), visitors, staff or volunteers to unauthorized persons. I understand that doing so would be a serious violation of Shelter policy and will result in the termination of my participation in the Volunteer Program.

Signature of Volunteer

Signature of Supervisor

Date



VOLUNTEER PROGRAM APPLICATION



Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

Date of Birth: _____

Driver's License Number: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

Relationship: _____

VOLUNTEER EXPERIENCE

Please list any current or previous volunteer activity and dates:

Why do you wish to volunteer at the Hamilton Township, Mercer County Animal Shelter?

Describe any previous experience working with animals:

Please list any special skills that you have to offer the Volunteer Program:

Do you have any health problems or allergies that would limit your Volunteer activities: _____

Do you understand that animals can be unpredictable and can cause injury? Yes ___ No ___

Interest	Experience	Volunteer Opportunities
		Dog Walking
		Cat Socializer
		Cat Room Cage Cleaner
		Canine Coach (training, off-leash play yard)
		Off-site Event Volunteer

Please indicate the days and hours you are available to work:

Almost any time:	Thursday:
Monday:	Friday:
Tuesday:	Saturday:
Wednesday:	Sunday:

Current profession: _____

List any languages (other than English) that you speak or write fluently: _____

Please list **two** individuals that we may contact as character references:

1. Name: _____

Address: _____

Telephone Number: _____ Years Known: _____

2. Name: _____

Address: _____

Telephone Number: _____ Years Known: _____

The information on this application is true and I understand if found to be inaccurate or false would lead to immediate termination.

Volunteer Name (Print)

Volunteer Signature

Date



CODE OF CONDUCT AGREEMENT



At Hamilton Township Animal Shelter, we care about animals *and* people, and we invest in creating a workplace that is welcoming, positive, and rewarding for all staff and volunteers at our facility.

As a volunteer of the Hamilton Township Animal Shelter, I agree to the following:

- I will treat all Hamilton Township Animal Shelter staff, donors, clients, and animals with respect and kindness at all times while engaging in shelter activities regardless of age, gender, race, ethnicity, national origin or citizenship, religion, sexual orientation, marital status, military or veteran status, or disability. I understand that unacceptable behavior includes, but is not limited to, displaying discourtesy, engaging in rude behavior, or using verbal, written, physical, or visual means to harass any individual associated or doing business with Hamilton Township Animal Shelter.
- I will become familiar with Hamilton Township Animal Shelter policies and procedures, and uphold their philosophy and standards.
- I will report all bite incidents immediately to a Hamilton Animal Shelter staff member.
- I will not enter the homes of any adopter/foster parent to conduct a “wellness check” on adopted animals.
- I will not contact any adopter/foster parent or their families directly or indirectly.
- I will not operate or act in a manner that creates a conflict with the interests of Hamilton Township Animal Shelter and any organization in which I have a personal, business, or financial interest. I shall disclose such conflict of interest to the Hamilton Township Animal Shelter Manager upon becoming aware of the conflict. I will follow all rules and policies set forth by the Hamilton Township Animal Shelter.
- I will face all problems directly, respectfully and with the appropriate person. If I am unable to do so, I will speak to management, not other volunteers or staff members.
- Avoid gossip! This includes gossip about other volunteers, other staff, other organizations, etc.
- Give others the benefit of the doubt, assume best of intentions and ask for clarification when needed.
- Express gratitude to the people who make this animal shelter possible and enjoyable. (Volunteers, adopters, donors, rescues, veterinarians, and staff.)
- Create and maintain boundaries to protect my own personal time and space and respect the boundaries of my co-workers/volunteers.
- Communicate clearly and fully, not blame others for not meeting my needs or expectations if I have not made my needs clear. If they are clear, I will inform management and allow them to handle the issue.
- Expect myself to try new things, make mistakes, learn and grow.
- When there are problems, I will focus on the specific behaviors or issues, rather than attacking the person or people involved.
- Give honest, direct, and timely feedback with respect and compassion.
- Accept feedback with openness and humility.
- Be inclusive. No team member is more important than another and we must all work together.
- Communicate any job-related problems, concerns, differences of opinion, conflicts, or suggestions only to the Volunteer Coordinator and/or Shelter Manager.
- I will follow the proper escalation process to address questions or concerns not resolved through my Volunteer Coordinator and/or Shelter Manager. I agree to conduct myself in a positive and creative manner in my efforts to resolve issues and/or concerns.

Volunteer Name (Print)

Volunteer Signature

Date



SHELTER VOLUNTEER SOCIAL MEDIA POLICY



POLICY

This policy provides guidance for Township of Hamilton Volunteers use of social media, which should be broadly understood for purposes of this policy to include technologies that allow an volunteers to share communications, postings or information, or participate in social networking, including but not limited to: blogs (e.g. Twitter, Tumblr), social networks (e.g. Facebook, Instagram, LinkedIn), video and photo sharing websites (e.g. Instagram, Flickr), on-line forums and discussion boards (including commenting on-line media websites, and automated data feeds) and fundraising platforms (e.g. GoFundMe).

In terms of this policy, the term “volunteer” shall mean any volunteer of Hamilton Township and/or Hamilton Township Animal Shelter.

This policy is not intended to nor acts to impede on any volunteer’s First Amendment Right to express their ideas, policy concerns or issues as a private citizen or resident of the Township of Hamilton.

Violation of this policy may subject a volunteer’s termination of services with the Township of Hamilton.

PROCEDURES

Volunteers must be familiar with, and adhere to, the Township of Hamilton Code of Conduct, and any and all other Township policies when using social media.

Volunteers should be aware of the effect their actions on social media may have on their image, the image of the Township of Hamilton and/or Hamilton Township Animal Shelter, as well as the potential disruptive effects on the public mission of the Hamilton Township Animal Shelter. Volunteers should be cautious in their use of social media, including, but not limited to the posting of commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, discriminatory based on their race, color, religion, national origin, sex, gender identity, age, disability (physical or mental), genetic information, status as a parent, sexual orientation, marital status, political affiliation, or any other protected status or that can create a hostile work environment. Volunteers must also be aware that the Township of Hamilton may observe content and information made available by volunteers through social media.

Volunteers shall not express or imply that they are speaking on behalf of the Township of Hamilton.

When using social media, if a volunteer chooses to identify himself/herself as a volunteer of the Township of Hamilton and chooses to discuss matters related to the Township of Hamilton, the volunteer must add an obvious and prominently displayed disclaimer to his/her post, stating that the post does not express the views of the Township of Hamilton and that the volunteer is expressing his/her personal views only. For example, “The views expressed on this website/blog are mine alone and do not necessarily reflect the views of the Township of Hamilton.”

Any and all previously existing social media accounts, platforms and/or email addresses run by volunteers using the name of any Department or service within the Township and/or the Township’s name shall post an obvious and prominently displayed disclaimer to the website, media accounts, platform, and/or email that the account is unofficial and not affiliated with the Township of Hamilton. By signing this policy, the volunteer understands and agrees that the Township of Hamilton expressly does not permit or allow for him or her to create, establish or

otherwise cause the existence of a new social media account or email address using the name of any Department or service within the Township of Hamilton

Volunteers shall not use their position with the Township of Hamilton and/or Hamilton Township Animal Shelter for personal gain under any circumstances.

Volunteers are not to publish post or release any information that they are privy to that is considered confidential. It is inappropriate to disclose or use Hamilton Township Animal Shelter’s confidential or proprietary information in any form of online media. This includes but is not limited to: medical records, personnel files, euthanasia decisions, behavior assessments, and internal operations procedures.

Volunteers shall comply with all copyright laws when utilizing social media.

Hamilton Township and/or Hamilton Township Animal Shelter recognizes the potential marketing benefits of a social media and social networking presence and acknowledges the benefits of unofficial (“casual”) community members participating in social media and social networking. Hamilton Township best serves its pets by ensuring all casual members of its online community follow basic social media etiquette so as to properly promote and market the mission of the Hamilton Township Animal Shelter. As such, casual users of Hamilton Township Animal Shelter and Adoption Center social media should:

- A. Be respectful and professional; write/share as if potential adopters were reading.
- B. If casual users list their affiliation with Hamilton Township Animal Shelter, they must use disclaimer as previously stated.
- C. Hamilton Township Animal Shelter encourages casual users to avoid hostility, even against those who have not been educated about the true challenges of animal welfare.
- D. Hamilton Township Animal Shelter strictly prohibits disparaging, embarrassing, or defamatory statements about the shelter, other staff/volunteers, the mission or advocacy effort of the shelter.

As with all Township of Hamilton communications, a volunteer may be subject to termination of services if they use social media to engage in harassing or discriminatory conduct toward other volunteers, employees (or individuals or groups) based on their race, color, religion, national origin, sex, gender identity, age, disability (physical or mental), genetic information, status as a parent, sexual orientation, marital status, political affiliation, or any other protected status.

Social media activity that violates the Township of Hamilton Code of Conduct for volunteers, and other Township policies may subject a volunteer to restrictions of duties and/or termination of services.

Volunteer Name (Print)

Volunteer Signature

Date