

# DOGS BRAVE

**INDIVIDUALS WILL NOT BE PERMITTED TO VOLUNTEER WITHOUT COMPLETING A RELEASE & WAIVER + CONFIDENTIALITY FORM.**

Please print all information in ink.

Volunteer Name (first, middle, and last):

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Address:

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City:

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State:

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Zip:

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Phone (with area code):

Home:

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Work:

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Cell:

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Email 1:

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Email 2:

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In case of emergency, please contact:

Name:

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Relationship to Volunteer:

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Address:

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City:

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State:

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Zip:

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Phone (with area code):

Home:

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Work:

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Cell:

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Email 1:

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Email 2:

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This Release and Waiver of Liability (the "Release") is executed by (the "Volunteer") in favor of the Dogs for our Brave, and its Board, employees, and volunteers (collectively, the "DFOB"). Volunteer desires to work as a volunteer for DFOB and engage in activities related to being a volunteer (the "Activities"). Volunteer understands the Activities may include use of equipment and machinery, working with animals, as well as working indoors or outdoors.

Volunteer hereby freely, voluntarily, and without duress executes this Release for the Volunteer's self, personal representatives, heirs, and next of kin under the following terms:

**Release and Waiver:** Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless DFOB and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities on behalf of DFOB. Volunteer understands that this Release discharges DFOB from any and all liability or claim Volunteer may have against DFOB with respect to bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with DFOB, whether caused by the negligence of DFOB, its Board, employees, volunteers, or others. Volunteer also understands DFOB 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 in the event of injury or illness.

**Medical Treatment:** Volunteer does hereby release and forever discharge DFOB, its Director, and employees, from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with DFOB.

**Assumption of the Risk:** Volunteer understands that the Activities may include work that may be hazardous to Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer agrees to inspect all work sites and the tools for all Activities. Volunteer shall only perform such Activities as the Volunteer has been properly trained to perform. Volunteer understands that he or she always has the right to refuse to perform any Activity the Volunteer feels he or she is unqualified to perform or that the Volunteer deems to be unsafe.

VOLUNTEER HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, HARM, OR DEATH IN CONNECTION WITH THE ACTIVITIES HE OR SHE MAY PERFORM, AND RELEASES DFOB, AND ITS BOARD, EMPLOYEES, AND VOLUNTEERS, FROM ANY AND ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING OUT OF, OR RESULTING FROM, THE ACTIVITIES.

**Insurance:** Volunteer understands that, except as otherwise agreed to in writing by DFOB, DFOB does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.

**Authorization to Take/Use Photographs:** Volunteer hereby grants DFOB non-revocable permission to capture image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "Images"). Volunteer acknowledges that DFOB will own such Images and further grants DFOB permission to copyright, display, publish, distribute, use, modify, print, and reprint such Images in any manner whatsoever related to DFOB business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof.

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

### **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is hereby made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Dogs for our Brave ("DFOB") and \_\_\_\_\_ ("Volunteer").

The parties are entering into this Confidentiality Agreement ("Agreement") to provide such protection to DFOB upon the terms and conditions set forth in this Agreement. In consideration of the foregoing and the mutual agreements herein contained the Parties agree as follows.

#### **ARTICLE 1.**

#### **DEFINITIONS.**

"Confidential Information" shall include, but is not limited to, plans, processes, reports, financials, business or strategic plans, compensation, donor lists and donors, client lists and clients (including, but not limited to, clients or donors of DFOB who Volunteer calls or with whom Volunteer became acquainted with during the term of employment), and any information relating or belonging to DFOB's clients, donors, customers, and any other third-party individuals DFOB transacts with whether furnished before or after the date hereof, oral or written, and regardless of the form of communication or the manner in which it is furnished.

"DFOB Records" shall mean any document or record concerning the business and affairs of DFOB.

"Party" shall mean DFOB or Volunteer and "Parties" shall mean both DFOB and Volunteer.

"Representative" shall mean any person, such person's affiliates and its and their directors, shareholders, partners, members, officers, volunteers, consultants, independent contractors, agents, advisors (including, without limitation, financial advisors, counsel, and accountants) and controlling persons.

## **ARTICLE 2.**

### **CONFIDENTIALITY.**

Volunteer acknowledges that DFOB's purpose is to rescue and professionally train service dogs for wounded veterans (herein the "Mission"). Any direct or indirect disclosure of Confidential Information to anyone outside of DFOB would threaten the Mission and operations of DFOB, cause the public to lose trust in DFOB, and would do damage, monetary or otherwise, to DFOB's Mission.

Volunteer's work with DFOB has or will expose Volunteer to Confidential Information.

Volunteer expressly acknowledges the status of the Confidential Information and that the Confidential Information constitutes a protectable interest of DFOB.

For the purposes of this Agreement, Confidential Information shall not include information that is: (a) readily available to the public in the same or an equally useable form as that maintained by DFOB; (b) has been lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or (c) has been independently developed without access to or knowledge or use of the Confidential Information.

## **ARTICLE 3.**

### **MAINTAINING CONFIDENTIALITY.**

Volunteer shall not divulge, disclose, provide, or disseminate, in any manner to any person or entity at any time, the Confidential Information described in Article 2 of this Agreement, Confidential Information which may affect the Mission of DFOB or matters relating to the Mission of DFOB without DFOB's express consent in writing. Volunteer agrees to maintain security measures to safeguard the Confidential Information.

Pursuant to such maintenance, Volunteer shall: (i) attempt in every reasonable way to prevent intentional or unintentional unauthorized use or disclosure of Confidential Information and DFOB Records; (ii) promptly notify DFOB of an unauthorized use, copying, or disclosure of Confidential Information or DFOB Records; and (iii) assist DFOB in every reasonable way to retrieve wrongfully disclosed Confidential Information, or DFOB Records, and/or terminate unauthorized use or disclosure.

Moreover, Volunteer shall adhere to following measures to comply with their confidentiality obligations herein: (a) Take reasonable steps to maintain the secrecy of Confidential Information, including, but not limited to, maintaining the physical security of Confidential Information by using locked drawers, computer passwords, and marking documents as "Confidential";

(b) Refrain from discussing DFOB's Confidential Information with anyone other than personnel or Representatives within DFOB;

(c) Take reasonable efforts to avoid inadvertent disclosure caused by things including, but not limited to, open doors, speaker phones, etc.; and

(d) When destroying DFOB Records or documents containing Confidential Information, take the appropriate steps to ensure that such destruction is done properly.

#### **ARTICLE 4.**

##### **USE OF CONFIDENTIAL INFORMATION.**

Volunteer may use Confidential Information, and DFOB Records, to the extent necessary to perform authorized duties. Notwithstanding the foregoing, Volunteer shall not use Confidential Information, or any DFOB Record, for any purpose not permitted herein without the prior written authorization of the Executive Director and Board Member. Volunteer agrees not to use Confidential Information in any way which would be harmful to DFOB.

#### **ARTICLE 5.**

##### **DISCLOSURE OF CONFIDENTIAL INFORMATION.**

Volunteer shall not, directly or indirectly, in any capacity, make known, disclose, furnish, make available or utilize any of the Confidential Information of DFOB other than in the proper performance of the duties contemplated herein, or as required by a court of competent jurisdiction or other administrative or legislative body. In the event Volunteer is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Volunteer shall provide DFOB with prompt written notice of such request or requirement so that DFOB may; (i) seek an appropriate protective order or other remedy with respect thereto; (ii) consult with the Volunteer in taking steps to resist or narrow the scope of such request or legal process; or (iii) waive compliance, in whole or in part, with the terms of this Agreement. Notwithstanding the foregoing, DFOB may consent to information being disclosed, or relieve Volunteer from having to comply with this Agreement, in whole or in part, provided prior written consent is obtained.

#### **ARTICLE 6.**

##### **GOVERNING LAW AND REMEDIES.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to its principles or rules regarding conflicts of laws.

Each party hereby consents to, and subsequently waives any objection of, the institution and resolution of any action, or proceeding, of any kind or nature with respect to, or arising out of, this agreement brought by either Party in the federal or state courts located within the State of Missouri.

**ARTICLE 7.**

**SEVERABILITY.**

In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

**ARTICLE 8.**

**WAIVER.**

The failure of either Party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same. The consent, waiver, or change rendered by either Party to this Agreement with respect to a certain event shall only be applicable to that event, and shall not be presumed as the approach of that Party to any event of the same kind which may occur in the future, unless otherwise expressly indicated in writing.

**ARTICLE 9.**

**ENTIRE AGREEMENT.**

This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature between any of them and neither Party shall be bound by any term or condition other than as expressly set forth or provided for in this Agreement. This Agreement may not be changed or modified nor may any of its provisions be waived, except by an agreement in writing, signed by the Parties hereto.

**ARTICLE 10.**

**GENERAL PROVISIONS.**

Injunctive Relief. Each Party recognizes that the unauthorized use or disclosure of Confidential Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, DFOB has the right to equitable and injunctive relief to prevent the unauthorized use or disclosure of its Confidential Information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

Headings. Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such sections.

EACH PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS TO EACH OTHER PARTY THAT SUCH PARTY HAS READ AND FULLY UNDERSTANDS THE TERMS AND PROVISIONS HEREOF, HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL, AND HAS EXECUTED THIS AGREEMENT BASED UPON SUCH PARTY'S OWN JUDGMENT AND ADVICE OF INDEPENDENT LEGAL COUNSEL (IF SOUGHT).

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Printed name:

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Date:

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Signature:

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\*Parent/Guardian must also sign if volunteer is under the age of 18:

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Parent printed name:

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**DFOB STAFF INSTRUCTIONS:**

1. All volunteers must complete a waiver each calendar year.
2. Keep all waivers on file.



## **BACKGROUND CHECK**

Print Name: \_\_\_\_\_  
(First) (Middle) (Last)

Former Name(s) and Dates Used: \_\_\_\_\_

Current Address Since: \_\_\_\_\_  
(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: \_\_\_\_\_  
(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: \_\_\_\_\_  
(Mo/Yr) (Street) (City) (Zip/State)

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Driver's License Number/State: \_\_\_\_\_

The information contained in this application is correct to the best of my knowledge. I hereby authorize Dogs for our Brave and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/ investigative consumer report may include, but is not limited to the following areas: verification of social security number; current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records.

I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to Dogs for our Brave or its agents. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

I hereby release Dogs for our Brave, the Social Security Administration, and its agents, officials, representative, or assigned agencies, including officers, employees, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time, result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_