RELEASE OF LIABILITY

NOTICE: By signing this Agreement, you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against Off the Chain USA, a Georgia organization ("Organization") and its members, directors, officers, employees, volunteers, contractors, agents and representatives ("Released Parties"), as a result of any injury to person, animal or property arising out of or related to the construction/repair of a fence/enclosure on the property located at ("Property referenced below") this includes any reactions or misuse of/to donated food, supplies or flea and heartworm medications or preventative.

Street Address:_____ **City/State/Zip:** _____

IN CONSIDERATION OF THE CONSTRUCTION/REPAIR OF THE FENCE/ENCLOSURE BY THE ORGANIZATION, AND THE VOLUNTEER TIME OF THE RELEASED PARTIES, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

ACKNOWLEDGEMENT OF RISKS: I fully understand that the use of the fence/enclosure may pose inherent risks, dangers and hazards for me and my guests and invitees. I understand that these risks and dangers may be caused by the negligence of the Organization and the Released Parties, the negligence of other users of the fence, the negligence of third parties, accidents, breaches of contract, and forces of nature or other causes. I acknowledge that risks and dangers may arise from foreseeable and unforeseeable causes. I HEREBY ASSUME ALL RISK AND DANGER AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES TO PERSON OR PROPERTY THAT MAY RESULT FROM THE CONSTRUCTION/REPAIR OF THE FENCE/ENCLOSURE ON THE PROPERTY. I further acknowledge and agree that, included within the scope of this Agreement are any claims or causes of action (a) arising out of the performance, or failure to perform, maintain, and/or inspect, the fence/enclosure; and/or (b) relating to the failure to warn of dangerous conditions existing on the Property.

WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE: In addition to the acknowledgments, waivers and releases discussed above, I hereby covenant not to sue and voluntarily agree to waive, release, indemnify and hold harmless the Released Parties, from any and all liability and claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claims that may arise out of the construction/repair of the fence/enclosure on the Property. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for any negligent acts or omissions by the Released Parties in connection with the fence/enclosure and the construction/repair of the fence on the Property. I agree that if I or anyone on my behalf brings any claims or action that would be barred by this Agreement, the Released Parties will be entitled to recover from me the attorneys' fees and costs incurred in defending against that action, including the attorneys' fees incurred in presenting the defense of release.

VOLUNTEER SERVICE: I further understand and acknowledge that individuals assisting with the construction/repair of the fence/enclosure may be providing services to the Organization as volunteers of the Organization, and such parties are neither employees of the Organization, nor independent contractors, but rather, are providing services and performing work on a strictly volunteer basis.

PHOTOGRAPHS/VIDEO: I grant to Off the Chain USA, the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, without my inspection or approval. I hereby release Off the Chain USA from all claims and liability relating to said photographs and videos.

SEVERABILITY: I agree that in the event any provision of this Agreement is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

I have read the above and by signing agree that it is my express intent to exempt and relieve the Released Parties from liability for personal injury, property damage, or wrongful death caused by negligence or any other cause, except for willful, wanton, reckless or grossly negligent conduct. I understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the Released Parties in connection with the fence/enclosure and its construction/repair on the Property.

_____ _____ _____

Signature **Printed Name** **Date**

If you are not the property owner, please obtain landlord/property owner signature below.

_____ _____ _____

Signature **Printed Name** **Date**