



GENERAL RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration for being permitted to volunteer, adopt or foster, participate in any events with Forever Husky, Inc., an Illinois not-for-profit corporation, with a principal address of 716 Greenmeadow Court, Crystal Lake, Illinois 60014 ("Forever Husky"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, I acknowledge and agree that I will assume full and complete responsibility for any and all injury, property damage and/or death suffered or sustained by me, to me or to my property as a result of or in connection with Forever Husky.

I agree to irrevocably release, indemnify, hold harmless and defend Forever Husky, its officers, directors, employees, volunteers, agents, servants and/or contractors from and against any and all liability, claims, demands, damage, accounts, losses, injuries, liens, choses in action, causes of action or other remedies or matters, of every kind or nature, known or unknown, fixed or contingent, from the beginning of time until the end of time, in law or in equity, whatsoever (in each and every case including reasonable attorney's fees and other costs) to me or to my property suffered or sustained as a direct or indirect result of my participation in any activity with Forever Husky, including, but not limited to, as a volunteer, including without limitation, damages arising out of negligence, recklessness or intentional conduct.

I further agree, represent and warrant that neither I, my estate, heirs or anyone else on my behalf will sue, make any claim against, or prosecute Forever Husky, its officers, directors, employees, volunteers, agents, servants and/or contractors, for any injury or wrongdoing, including damage to my property or injury or death to me, no matter what the cause of the event giving rise to the claim, and no matter where the events giving rise to the claim took place.

I understand that the behavior of domestic animals is unpredictable and that domestic animals are capable of spreading disease and/or inflicting extensive property damage, personal injury or death. I understand that animals available for foster or adoption are rescued or owner surrenders. I specifically acknowledge that Forever Husky does not know and makes no representation or warranty regarding the background, or prior behavior of these animals.

Knowing the risks of handling domestic animals, nevertheless, I agree to ASSUME THOSE RISKS and to irrevocably release, indemnify, defend and hold harmless Forever Husky, its officers, directors, employees, volunteers, agents, servants and/or contractors, who might otherwise be liable to me or my heirs or assigns, from any and all liability, known or unknown, including without limitation costs and/or attorney's fees.

It is further understood and agreed that the foregoing General Release of Liability and Assumption of Risk contract is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.



Forever Husky

I understand and agree that this General Release of Liability and Assumption of Risk is a binding contract between me and Forever Husky that I am signing of my own free will and shall be binding on me, my heirs, distributes, guardians, legal representatives and/or assigns. I further represent and warrant that I will not assign any of my rights hereunder.

This is the entire agreement by and between the parties. The parties have participated jointly in the negotiation and drafting of the agreement. In the event an ambiguity or question of intent or interpretation arises, the agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A signature in facsimile or electronic format shall be deemed acceptable. This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the State of Illinois. This Agreement shall further bind and inure to the benefit of the parties' heirs, executors, administrators, successors, assigns, agents, members, shareholders and partners. This Agreement shall also inure to the benefit of all officers, directors, employees, related entities, related individuals, agents, persons, firms, associations, or corporations associated with or related to the Forever Husky, including but not limited to any attorneys.

Prior to signing this agreement, all parties read and understood all the provisions of this agreement and all parties hereby acknowledge that they have had the opportunity to retain separate legal counsel in the preparation and review of this Agreement, that each party has such counsel or has knowingly and voluntarily waived the opportunity and that by signing this agreement, all parties certify that they understand the terms, provisions and legal effect. All parties agree to the terms of this agreement

I know of no medical or other conditions that would prevent me from volunteering for Forever Husky.

If I am covered under a medical insurance plan, I will fully utilize and seek all available reimbursement under such insurance coverage in the event of any injury or harm to me that is in any way related to Forever Husky.

For California Residents

In connection with this release, I expressly waive the provisions of California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his settlement with the debtor.”

INITIAL HERE _____



For those that are under the age of 18

I, _____, am guardian of, _____, and have read the General Release of Liability and do hereby agree to the terms of this contract. I certify that I have guardianship of the above-mentioned individual and understand that I am releasing liability from Forever Husky.

For those Volunteering or Fostering a Rescue Animal

INITIAL HERE _____ I fully agree to immediately and thoroughly read the Handbook, which is located on the Internet at the following website <http://foreverhusky.org>. I may also request a copy of the Handbook at any time, in the event I do not have Internet access.

Signed this _____ day of _____, 20_____

Print Name

Print Name

Signature

Signature

Street Address

City, State, Zip

Business Phone _____

Home Phone _____

Cell Phone _____

Forever Husky Rescue Representative:

(Print Name)

(Signature)