

Mindy's Memory Primate Sanctuary Waiver

Please read and be certain you understand the implications of signing.

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH WORKING WITH MONKEYS.

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent risks and hazards associated with volunteer and caregiver duties on a site where monkeys, dogs, cats and pot-bellied pigs habitat. I have read the Mindy's Memory Primate Sanctuary Rules and I understand them and agree to abide by them. I fully understand that these risks and hazards can lead to severe injuries from bites and scratches from Monkeys and other animals that habitat Mindy's Memory Primate Sanctuary, as well as risks associated with manual labor at Mindy's Memory. I understand that there are only limited medical care capabilities on site at Mindy's Memory Primate Sanctuary and that in the event of accident. I may need to call upon the services of the Newcastle's Emergency Medical Services or a local area hospital at my own expense. Despite the potential hazards and dangers associated to the care of Monkeys other animals and manual labor, I wish to proceed and I freely accept and expressly assume all risks, dangers and hazards that may arise from volunteering or working at Mindy's Memory Primate Sanctuary, which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to volunteer or work at Mindy's Memory Primate Sanctuary, as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to Releasees): Mindy's Memory Primate Sanctuary, Linda Barcklay and Michelle Ladd.

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Mindy's Memory Primate Sanctuary activities whether caused by active or passive negligence of the releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during Mindy's Memory Primate Sanctuary activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, United States of America.

4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of participant: _____

Date: ___/___/___

Witness (Print Name):

Witness Signature:

MINDY'S MEMORY PRIMATE SANCTUARY SUPERVISOR CONFIRMATION
I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED. Signature of Supervisor:

Date: ___/___/___