

VOLUNTEER LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. BY SIGNING, YOU GIVE UP CERTAIN LEGAL RIGHTS.

VOLUNTEER INFORMATION

Full Legal Name:	_____	Date of Birth:	_____
Street Address:	_____	City / State / Zip:	_____
Phone:	_____	Email:	_____
Emergency Contact:	_____	Emergency Phone:	_____

RECITALS

I, the undersigned volunteer (“**Volunteer**”), desire to participate in volunteer activities with MISSION MULES INC., a North Carolina nonprofit corporation whose mission is to provide critical humanitarian aid and equine-assisted logistics support to communities in need following natural disasters and other emergencies (“**Mission Mules**” or “**Organization**”). Mission Mules deploys pack animals (primarily mules) and volunteer teams to deliver supplies and relief services in remote and inaccessible areas and also relies on volunteers in non-field roles including, but not limited to, logistics, communications, food services, and event support (“volunteer activities”). In consideration of being permitted to participate in Mission Mules activities in any capacity, I agree to the following terms below:

1. DESCRIPTION OF VOLUNTEER ACTIVITIES AND INHERENT RISKS

I understand that volunteer activities with Mission Mules span a wide range of roles. Depending on my assignment at any given time, my duties may include, but shall not be limited to, any or all of the following: working alongside, leading, loading, or handling mules or other pack animals in remote or disaster-affected terrain; riding mules or other pack animals when operationally necessary, though such instances are rare; operating chainsaws, ATVs, forklifts, box vans, trailers, or other power equipment; clearing timber and debris; hiking over rough, unstable, or hazardous terrain; transporting and distributing supplies; preparing and distributing food; managing inventory and supply chain logistics; conducting weather monitoring; managing social media and community communications; or supporting fundraising, training, and outreach events. This Agreement covers all volunteer activities I perform for Mission Mules, regardless of role. I acknowledge that all of these activities carry inherent risks that cannot be fully eliminated, including but not limited to:

- **Animal-related injuries:** biting, kicking, stomping, striking, crushing, or other unpredictable behavior by mules or other animals, whether during direct handling, leading, loading, or while in proximity to the animals; and where riding occurs, additional risks including being thrown, falling from the animal, loss of animal control, collision with terrain or obstacles, and injury from saddle or tack equipment. I understand that even trained, experienced mules can behave unpredictably and that riding or handling any equine carries the possibility of serious injury or death regardless of the precautions taken.
- **Power tool and equipment injuries:** lacerations, crush injuries, burns, or death from chainsaw or other power tool operation, ATV rollover, vehicle accidents, forklift incidents, or other equipment-related hazards.
- **Terrain and environmental hazards:** falls on uneven, wet, muddy, rocky, or debris-covered terrain; structural collapses; downed power lines; flooding; or chemical spills common in disaster-affected areas.
- **Illness and infection:** exposure to contaminated water, soil, debris, biohazards, or other hazardous materials present in disaster-affected environments.
- **Extreme weather:** heat exhaustion, hypothermia, lightning, flash flooding, or other weather-related emergencies.
- **Food handling and physical labor injuries:** burns, cuts, slips, and falls associated with food preparation, heavy lifting, and general physical exertion.
- **Event and venue injuries:** slip-and-fall incidents, crowd-related injuries, or property damage occurring at fundraising events, training sessions, or community outreach activities.
- **General risks applicable to all volunteers:** physical exhaustion, dehydration, mental or emotional distress from exposure to disaster scenes, property damage or loss, and injury caused by the acts or omissions of other volunteers or third parties.

2. VOLUNTARY ASSUMPTION OF ALL RISKS

I VOLUNTARILY AND KNOWINGLY ASSUME ALL RISKS associated with my participation in any Mission Mules volunteer activity, including all risks described in Section 1 and any other risks arising from the nature of the activities I perform. I understand that some of these risks may result from the negligence of Mission Mules, its directors, officers, staff, agents, or other volunteers. Except for claims arising from intentional misconduct or gross negligence, I voluntarily assume all such risks. My decision to volunteer is made freely and without coercion.

3. RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in Mission Mules activities, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Mission Mules, its parent organizations, affiliates, directors, officers, trustees, employees, volunteers, agents, successors, and assigns (collectively, "**Released Parties**") from any and all liability, claims, demands, actions, causes of action, losses, costs, and damages of any kind, whether known or unknown, anticipated or unanticipated, arising out of or in connection with my participation in any Mission Mules volunteer activity in any role, including but not limited to injury, illness, or death; animal-related injury; power tool or equipment injury; vehicle accident; property damage or loss; injury caused by acts or omissions of Mission Mules staff, other volunteers, or third parties; or any other harm connected to my volunteer service. Nothing herein releases claims arising from intentional misconduct or gross negligence.

4. INDEMNIFICATION AND HOLD HARMLESS

I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** Mission Mules and the Released Parties from and against any and all claims, demands, suits, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) my participation in any Mission Mules volunteer activity in any role; (b) my negligent or wrongful acts or omissions during volunteer service; (c) my breach of any term of this Agreement; or (d) any injury, property damage, or other harm caused by my actions or inactions. This indemnification obligation applies regardless of whether insurance coverage exists and survives termination of my volunteer service.

5. INSURANCE AND MEDICAL RESPONSIBILITY

I understand that Mission Mules does not guarantee insurance coverage for volunteers and that I am solely responsible for maintaining my own health, medical, and liability insurance coverage. I agree to be responsible for all medical expenses incurred as a result of any injury or illness arising from my volunteer activities, regardless of whether Mission Mules carries any insurance policy applicable to volunteer activities. I expressly waive any claim against Mission Mules for medical costs, lost wages, or other expenses arising from injury or illness sustained during my volunteer service.

I represent that I am physically and mentally fit to participate in the activities I undertake and that I have no medical condition that would be materially aggravated by such participation. In the event I am incapacitated and unable to communicate, I authorize Mission Mules staff and/or emergency personnel to seek, consent to, and authorize emergency medical care or transportation on my behalf, and I release Mission Mules and its agents from any liability arising from such authorized emergency care.

6. PACK ANIMAL SAFETY ACKNOWLEDGMENT

I acknowledge that Mission Mules uses mules and other pack animals as working animals primarily to transport supplies into remote and inaccessible areas. My volunteer duties may involve working alongside, leading, loading, handling, or on rare operational occasions, riding mules or other pack animals. I specifically acknowledge that: (a) all animals, regardless of training or temperament, are inherently unpredictable and capable of causing serious physical injury or death whether I am handling or riding them; (b) when riding occurs, I assume all risks associated with equine riding including but not limited to being thrown, falling, loss of control, and equipment failure; (c) I will follow all animal safety guidelines, handling protocols, and riding instructions provided by Mission Mules staff and trained animal handlers at all times; (d) I will not attempt to ride any animal without explicit authorization and instruction from Mission Mules staff; and (e) Mission Mules' liability for animal-related injury, whether during handling or riding, is limited to the fullest extent permitted by applicable law, including Chapter 99E of the North Carolina General Statutes.

7. EQUIPMENT AND VEHICLE SAFETY

If my volunteer role at any time involves operating ATVs, chainsaws, forklifts, vehicles, or other powered equipment, I acknowledge that: (a) I will only operate equipment for which I have received Mission Mules authorization and, where applicable, adequate training; (b) I will follow all safety protocols and instructions at all times; (c) I accept full personal responsibility for injuries or property damage resulting from my failure to follow safety instructions or from

my unauthorized use of equipment; and (d) Mission Mules reserves the right to immediately remove me from any operational role if I operate equipment unsafely or without authorization.

8. COMPLIANCE WITH RULES AND INSTRUCTIONS

I agree to comply with all rules, safety protocols, operational procedures, and lawful instructions issued by Mission Mules leadership and staff during my volunteer service, regardless of the role I am performing. I understand that non-compliance with safety instructions may result in immediate removal from volunteer activities, and I agree that such removal does not give rise to any claim against Mission Mules.

9. PHOTOGRAPHS AND MEDIA RELEASE

I grant Mission Mules and its authorized representatives the irrevocable, royalty-free right to photograph, film, record, and otherwise capture my image, voice, and likeness during volunteer activities, and to use such materials in any medium, including print, digital, social media, and broadcast, for Mission Mules' promotional, educational, and fundraising purposes, without further consent or compensation.

10. VOLUNTEER STATUS; NO EMPLOYMENT RELATIONSHIP

I acknowledge that I am a volunteer and not an employee, agent, or contractor of Mission Mules. I am not entitled to wages, workers' compensation benefits, unemployment compensation, or any other employee benefit. Nothing in this Agreement creates an employment relationship.

11. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of North Carolina, without regard to conflict-of-law principles. Any dispute arising from this Agreement or my participation in Mission Mules activities shall be resolved exclusively in the state or federal courts of Rowan County, North Carolina, and I consent to personal jurisdiction in such courts.

12. SEVERABILITY AND ENTIRE AGREEMENT

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement constitutes the entire agreement between me and Mission Mules regarding the subject matter hereof and supersedes all prior representations or understandings. I acknowledge that I have read this Agreement in its entirety, understand its terms, and sign it freely and voluntarily.

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Signatures Appear on the Following Page

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO ALL TERMS OF THIS AGREEMENT, AND THAT I AM AT LEAST 18 YEARS OF AGE OR HAVE OBTAINED PARENTAL/GUARDIAN CONSENT AS PROVIDED BELOW.

Volunteer Signature: _____

Printed Name: _____

Date: _____

PARENTAL / GUARDIAN CONSENT (Required if Volunteer is under 18 years of age)

I, the undersigned parent or legal guardian of the minor named above, have read this Agreement in full and consent to my minor child's participation in Mission Mules volunteer activities in any role. I agree to all terms on behalf of myself and my minor child, including the assumption of risk, release of liability, and indemnification obligations.

Parental/Guardian Signature: _____

Parental/Guardian Printed Name: _____

Date: _____

Relationship to minor: _____
