



**Indemnity and Hold Harmless Agreement/Release**

Whereas, the undersigned has made a voluntary request for permission to participate as a volunteer with the State of Massachusetts Animal Response Team (SMART);

And whereas, the undersigned acknowledges that the work and activities with SMART involve possible risk of injury, death, damage, expense or loss to the person or property;

Now therefore, in consideration of SMART, the undersigned expressly agrees to and knowingly hereby does assume all risks arising in the course of said activity; specifically agrees he/she and his/her heirs, assigns, designees and legal representation will make no claim against or sue or attach the property of SMART members for injury, death, or damage, and the undersigned voluntarily releases, discharges, and waives any and all claims, actions, or causes of action for personal injury, wrongful death, personal property damage and/or any other loss or harm. The undersigned further will indemnify and hold harmless SMART, its officers, agents, employees and volunteers from and against any and all claims, loss, damage and liability for injury to the person and/or property of the undersigned and/or wrongful death, including any such claim, loss, damage and liability caused by the negligence of SMART, its officers, agents, employees and volunteers from and against any and all claims, loss, damage and liability for injury to their person or property of another or others, and/or wrongful death, directly or indirectly caused by the undersigned's malfeasance or misfeasance occurring while participating as a volunteer for SMART, or while accompanying and/or assisting an officer, agent, employee or volunteer of said SMART during the active performance of duties with SMART or from activity or activities incidental thereto, wherever and however the same may occur.

I intend by this document to exempt, relieve, and release SMART and its officers, agents and employees from liability for injury or damage caused by negligence or otherwise. I am aware of the possible danger involved in participation with SMART activities and hereby agree to accept any and all risks of injury, death, or damage.

I hereby grant permission for any representative of SMART to take whatever steps may be necessary to obtain emergency medical care for me including, but not limited to, (1) attempting to contact my next of kin; (2) attempting to contact my physicians; (3) calling other physicians or paramedics; and (4) taking me to an emergency hospital. In addition, I hereby consent to any medical or surgical treatment and hospital service that may be rendered to me under the instructions of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment that may be required, and is given to encourage the SMART staff, hospital staff, and physicians to exercise their best judgment in treating me. I agree that any and all expenses incurred will be borne by me and not SMART.

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**READ THIS DOCUMENT COMPLETELY BEFORE SIGNING**

**VOLUNTEER NAME (PRINT):** -----

**VOLUNTEER SIGNATURE:** -----**DATE:** -----

**RETURN TO BARBARA LEGATOWICZ  
Fax: (508) 875-2518 Attn: Barbara Legatowicz  
Email: SMART@state.ma.us**