



VOLUNTEER APPLICATION & AGREEMENT

PERSONAL INFORMATION

First Name: _____

Last Name: _____

Date of Birth: _____
 (YYYY/MM/DD)

Primary Telephone No.: _____

Address: _____
 (Street)

Emergency Contact Name: _____

(City, Province, Postal) _____

Emergency Contact Telephone No.: _____

E-mail Address: _____

QUALIFICATIONS

Describe any medical limitations which may impact your volunteering with BHS: _____

Date of last tetanus shot: _____
 (YYYY/MM/DD)

Have you ever been charged or convicted of a criminal offence or by-law infraction, including, without limitation, related to animal cruelty or wildlife conservation? _____
 (if so, provide details) _____

VOLUNTEER OPPORTUNITIES*

(check those you are interested in)

- | | | | |
|------------------------------------|--------------------------|----------------------------------|--------------------------|
| Reception: | <input type="checkbox"/> | Animal Transport: | <input type="checkbox"/> |
| Special Events/Fundraising: | <input type="checkbox"/> | Pet Therapy: | <input type="checkbox"/> |
| Feed & Clean: | <input type="checkbox"/> | Dog Walking: | <input type="checkbox"/> |
| Store Clerk (The Loft): | <input type="checkbox"/> | Fostering (Cats/Kittens): | <input type="checkbox"/> |
| Store Clerk (The Attic): | <input type="checkbox"/> | Fostering (Dogs/Puppies): | <input type="checkbox"/> |

VOLUNTEER'S DUTIES AND OBLIGATIONS

The Volunteer shall perform the tasks directed of him or her by BHS staff in a competent and diligent manner, with a view to

* Volunteers under 18 years of age are eligible only for the Feed & Clean program. No person under the age of 15 may volunteer for any program. Volunteers for the animal transport program must be 25 years of age or older.
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 (Version 2016-06)

promoting the best interests, image, reputation and goodwill of BHS, and the health, safety, comfort and well-being of BHS' animals. The Volunteer shall comply with all applicable laws, by-laws and regulations in the course of his or her duties, and shall not commit any fraud, theft, willful misconduct or breach of any law, by-law or regulation. The Volunteer shall arrive at the designated premises for duty as and when scheduled in a punctual manner and shall not be absent or materially tardy without a reasonable justification and using his or her best efforts to provide BHS with as much advance notice as possible. The Volunteer shall conduct himself/herself in a courteous and professional manner and shall not engage in negative, abusive, profane or obscene behavior or language in dealing with any other person in the course of his or her duties. Violence, harassment, intimidation, weapons, drugs and alcohol while on duty or at BHS premises are strictly prohibited. The Volunteer shall at all times treat BHS' animals with care and compassion and shall not intentionally scare, tease, abuse or otherwise mistreat the animals. The Volunteer shall not use BHS' telephones, computers or wifi connection for any purposes other than BHS-related business, which includes a prohibition on accessing personal e-mail, making personal telephone calls (except in emergencies), violating any copyrights, downloading viruses (intentionally or unintentionally) or accessing pornographic, violent, hateful or other inappropriate or obscene materials. The Volunteer shall present himself/herself in a clean, neat and professional manner, having regard to professional standards of grooming and hygiene. The Volunteer shall dress appropriately and, if directed by BHS, shall wear BHS-branded clothing. Other personnel and BHS' animals may have sensitivities to perfumes, colognes and chemical smells; the Volunteer shall refrain from wearing overly potent or too much of such products. Without limiting the foregoing, the Volunteer shall familiarize himself/herself with and comply with all of BHS' policies, practices and procedures adopted from time to time, as communicated or provided to the Volunteer or posted in any conspicuous place at BHS' premises or on BHS' website at www.burlingtonhumane.ca.

CONFIDENTIALITY

The Volunteer understands that he or she may be given access to confidential information belonging to BHS through his or her volunteer relationship with BHS or as a result of their access to the BHS' premises and or information, including, without limitation, information concerning clients, former clients, our staff, volunteers, donors, shelter and foster animals, operational processes, policies and data, financial data, and business records of BHS (collectively, the "Confidential Information"). Unless specifically authorized in writing by BHS, the Volunteer shall not disclose, publish or otherwise disseminate, nor shall the Volunteer use for its own personal benefit or profit, any Confidential Information. Upon termination of the Volunteer's volunteer arrangement with BHS, the Volunteer shall return to BHS or destroy (at BHS' direction) all written or electronic Confidential Information in his or her possession. The Volunteer shall not remove any documentation, equipment or other materials from any BHS office or premises or event locations without BHS' express written permission. The Volunteer shall not photograph or otherwise record any information to which he or she may have access during the volunteer term. Failure to comply with the covenants and obligations contained in this section may result in termination of your volunteer arrangement, or other corrective action, including legal action for injunctive relief, indemnification, monetary damages and any other rights and remedies available at law. The covenants and restrictions in this section will survive the termination of the Volunteer's term with BHS.

BACKGROUND CHECKS, PRIVACY & PERSONAL INFORMATION

In receiving this form and in the course of the Volunteer's volunteer term, BHS may receive personal information regarding the Volunteer (as defined in the *Protection and Electronic Documents Act* (Canada) and inclusive of all information about the Volunteer provided on the first page hereof, as such information may be updated and supplemented, the "Personal Information"). BHS reserves the right to collect, store and use the Personal Information for business record-keeping purposes, for demographic research purposes and to communicate with you, including with respect to upcoming events and BHS news. The Volunteer hereby consents to such collection, storage and use, and further consents to receipt of unsolicited mailings, e-mails, notices and other correspondence from BHS. **If the Volunteer does not wish to receive such communications, please e-mail BHS at privacy@burlingtonhumane.ca to advise BHS of this**, and BHS will remove the Volunteer's name from its mailing list. In addition, BHS may disclose the Personal Information to third parties with whom the Volunteer may interact and to the owners and operators of premises and facilities which the Volunteer may attend in the course of the Volunteer's duties with BHS, and the Volunteer consents to such disclosure.

The Volunteer acknowledges that BHS may use video, audio, web browsing and other surveillance equipment at its premises and that the owners and operators of other premises which the Volunteer may attend in the course of his or her duties may also use such equipment. The Volunteer consents to the recording, storage and, if necessary in connection with the investigation or prosecution of a crime or civil proceeding, use of such recordings, whether visual and/or audio.

The Volunteer will submit to BHS upon request (at the Volunteer's expense), a criminal records search with all relevant law enforcement agencies and a vulnerable sector search against the Volunteer, acknowledging that in the course of his or her duties, the Volunteer may come into contact with vulnerable persons and animals. The Volunteer's acceptance and continued acceptance as a volunteer of BHS will be conditional upon BHS being satisfied in its discretion with the results of these background checks.

Notwithstanding the foregoing, the Volunteer's privacy is important to BHS. BHS will not trade, lend or sell the Personal Information and will not use or disclose the Personal Information except for the purposes above, where you have expressly consented further or where required by law, and even then BHS will only disclose the minimum amount of information reasonably necessary you have provided us. BHS will take all reasonable precautions to safeguard the Personal Information in order to keep it safe from loss, modification and unauthorized access, copy or disclosure. If the Volunteer wishes to obtain further information about BHS' privacy practices, this can be obtained by viewing BHS' privacy policy at www.burlingtonhumane.ca or by e-mailing a request to privacy@burlingtonhumane.ca.

The Volunteer shall keep BHS informed of any changes to its Personal Information as set out on this form. BHS will not be responsible or liable in any way for any failure of communication between BHS and the Volunteer or the Volunteer's emergency contact as a result of inaccurate or outdated information being provided to BHS.

RELEASE OF LIABILITY AND WAIVER

In connection with his or her volunteer relationship with BHS and his or her attendance at BHS' premises or at other premises on behalf of BHS, his or her interaction with BHS' staff and animals, and all other matters related to the Volunteer's services and position hereunder, the Volunteer hereby acknowledges and agrees as follows:

1. The Volunteer's position with BHS is completely voluntary and does not in any way create or constitute an employment or agency relationship between BHS and the volunteer, such that, without limitation, the Volunteer will not be entitled to any remuneration, benefits, reimbursement, employment insurance, Canada Pension Plan contributions, workers' compensation insurance or other compensation or payment of any kind, nor to any rights or remedies under any applicable law governing employment, including the *Employment Standards Act, 2000* (Ontario), *Labour Relations Act* (Canada) and *Workplace Safety and Insurance Act* (Ontario). Moreover, the Volunteer's position is at will, such that either BHS or the Volunteer may terminate their relationship at any time for any reason (or no reason) without advance notice, save and except that where the Volunteer is scheduled to provide services on a particular date or dates and wishes to resign his or her position and cease volunteering, he or she shall give BHS as much advance notice thereof as possible. Without limiting the foregoing, breach or violation hereof or any inaccurate representation or warranty hereunder on the part of the Volunteer may result in immediate termination by BHS.
2. The Volunteer's duties will involve work with animals, which may be aggressive or unpredictable, and may result in the Volunteer being scratched or bitten, coming into contact with sick animals, or coming into contact feline litter, urine and feces and canine urine and feces which may contain bacteria, parasites and other harmful chemicals and compounds, and the Volunteer accepts such risks, both to himself/herself and to his or her own pets and those of others with whom the Volunteer may come in contact and communicate any illness. The Volunteer shall promptly report to a BHS staff member any such incident which the Volunteer experiences or witnesses. BHS shall not be responsible for any damage, loss or injury to any person or property (including death) suffered or experienced by the Volunteer in relation to such risks or otherwise suffered or experienced in the course of the Volunteer's volunteering, and the Volunteer releases BHS from and waives all causes of action, suits and other manner of claims against BHS and its members, directors, employees, agents and representatives in connection therewith.
3. The Volunteer shall indemnify and save harmless BHS and its members, directors, employees, agents and representatives from and against all damages, losses, actions, suits and other manner of claims and proceedings suffered or incurred by any of them in relation to any breach or violation hereof, any inaccurate representation or warranty hereunder and any negligent act or omission or willful misconduct on the part of the Volunteer.
4. If the Volunteer is given a key or other means of access to BHS' premises, the Volunteer shall safeguard it taking all steps and precautions as would a prudent owner and shall not make a copy of or lend out the same for any purpose. In the event the Volunteer is the last person to leave the premises at the end of any day, the Volunteer shall ensure the premises is locked and secured. In the event any unauthorized person gains access to BHS' premises as a result of the Volunteer failing to duly satisfy the foregoing obligations, the Volunteer shall indemnify and save harmless BHS from all damages and losses suffered or incurred in connection therewith, including in relation to theft, vandalism, damaged or tainted property or food, escaped or injured animals and exposure to the elements.



ACCEPTANCE

By signing below, the undersigned (the "Volunteer") accepts and agrees to the above terms and conditions and agrees to be bound by them in a binding contract with Burlington Humane Society, a not-for-profit corporation incorporated under the *Canada Not-for-Profit Corporations Act* ("BHS"), as of the date written below. If the Volunteer has indicated on page 2 hereof his/her willingness to participate in the volunteer program of the corresponding name below, the Volunteer shall complete and sign the following addenda, which shall form part of this Agreement and be incorporated by reference herein:

- Feed & Clean Program Rules
- Dog Walking Program Rules
- Pet Therapy Addendum
- Fostering Program Addendum
- Animal Transport Program Addendum
- Staff & Co-op Student Safety Information Checklist[†]

If the Volunteer has indicated on page 1 hereof a date for his or her last tetanus shot which is more than ten years prior to the date below, or if her or she was not able to provide a date, he or she shall complete and sign BHS' form of Tetanus Acknowledgment and Waiver, which shall form part of this Agreement and be incorporated by reference herein.

The Volunteer represents and warrants to BHS that all Personal Information and other details inserted on the first page hereof are true and accurate. This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable therein. This Agreement will be for the benefit of BHS and its successors and assigns and will be binding on the Volunteer and his/her personal representatives, heirs, administrators, successors and assigns. No waiver of any term of this Agreement or other waiver, indulgence or failure to strictly enforce such term, will constitute a waiver of any other term, nor will any waiver of any term of this Agreement constitute a continuing waiver unless expressly provided. This Agreement is personal to the Volunteer and the Volunteer may not assign his/her obligations under this Agreement or his/her right to participate as a volunteer with BHS to any person. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. This Agreement may be executed in counterparts each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument, and such counterparts, together with any other notice or communication hereunder, may be delivered by personal delivery, courier, registered mail or e-mail transmission to the addresses for the parties indicated on the first page hereof.

Date: _____, 20____

Volunteer Signature: _____

Parent/Guardian Signature: _____
(if Volunteer is under 18 years of age)

Volunteer Print Name: _____

Parent/Guardian Print Name: _____

[†] Applicable for any volunteer work/program in which the Volunteer will be performing duties at BHS' Griffith Court facility.

BHS OFFICE USE ONLY	
Received By:	
Received On:	