

## Volunteer Release and Waiver of Liability

*Thank you for providing your volunteer services to the Dallas Zoo and/or the Children's Aquarium at Fair Park. We greatly appreciate your assistance and commitment. The Dallas Zoo and Children's Aquarium at Fair Park are operated by the Dallas Zoological Society and Dallas Zoo Management, Inc. under a Management Agreement with the City of Dallas which maintains ownership of the land and buildings. Your volunteer services may be provided to either organization.*

This Release and Waiver of Liability (the "release") executed on \_\_\_\_\_ by \_\_\_\_\_ ("Volunteer") releases the Dallas Zoological Society ("DZS") and Dallas Zoo Management, Inc. ("DZM"), both Texas nonprofit corporations, and the City of Dallas and each of their respective directors, officers, employees and agents.

The Volunteer desires to provide volunteer services to DZS and/or DZM in connection with their management of the Dallas Zoo and/or the Children's Aquarium at Fair Park. The Volunteer understands that the scope of the Volunteer's relationship with DZS and/or DZM is limited to a volunteer position, that no compensation is expected in return for services provided by the Volunteer; that the Volunteer is not acting as an employee of either DZS or DZM; that DZS and/or DZM will not provide any benefits traditionally associated with employment to the Volunteer; and that the Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of the Volunteer's services to DZS and/or DZM.

**Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless DZS, DZM, the City of Dallas and their successors and assigns and their directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to DZS and/or DZM. I understand and acknowledge that this Release discharges DZS, DZM and the City of Dallas and its directors, officers, employees and agents from any liability or claim that I may have against them individually or collectively with respect to bodily injury,

personal injury, illness, death, or property damage that may result from the services I provide to DZS and/or DZM or occurring while I am providing volunteer services.

**Insurance:** I understand that DZS and/or DZM does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of DZS and/or DZM beyond what may be offered freely by DZS and/or DZM in the event of such injury or medical expenses incurred by me. Each volunteer is expected and encouraged to carry personal health insurance.

Although DZS and/or DZM have no obligation it may at its sole discretion provide Volunteer Accident Insurance to cover accidents involving volunteers while on the grounds of the Dallas Zoo or the Children’s Aquarium at Fair Park and while providing volunteer services. The terms of such policy are dependent upon availability and such policy may be cancelled or not renewed at the sole discretion of DZS and/or DZM.

**Medical Treatment:** I hereby Release and forever discharge DZS/DZM from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with DZS and/or DZM.

**Assumption of Risk:** I understand that the services I provide to DZS and/or DZM may include activities that may be hazardous to me. As a Volunteer, I hereby expressly assume the risk of injury or harm from these activities and Release DZS and DZM from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.

**Photographic Release:** I grant and convey to DZS/DZM all right, title, and interest in any and all photographs, images, video or audio recording of me or my likeness or voice made by DZS/DZM in connection with my providing volunteer services to

DZS/DZM. Further, I have been provided a copy of the DZM Photographic Policy and Social Networking and External E-Mail Policy and agree to be bound by the provisions of those policies.

**Other:** I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the law of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. Further, I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer Name (Please Print) \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Health Insurance Provided by: \_\_\_\_\_

If the Volunteer is under the age of 18 a parent or legal guardian must sign.

Parent Signature: \_\_\_\_\_

In case of emergency, please contact:

Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

## **SOCIAL NETWORKING AND EXTERNAL E-MAIL POLICY**

DZM recognizes that social networking sites or electronic media, such as Facebook, LinkedIn, and others can provide professional as well as personal contact opportunities and has become a recognized mode of communication in addition to traditional e-mail communication. Use of DZM computers for personal, non-business-related, communication on social network sites or external e-mails is discouraged and should be limited. It should be recognized that once the "send" function is authorized, an electronic communication is no longer under the sender's control, and such communication can be forwarded beyond the intended receiver. The following are policies that pertain to accessing or communicating on social networking sites and use of DZM's computer network for external e-mail communication.

Confidential, proprietary, or sensitive information regarding the Dallas Zoo, its personnel or its animals shall not to be shared on electronic media unless such information relates to the professional nature of the management of zoo operations or its animal collection and is necessary as part of the job duties of the sender and/or part of an AZA group, e.g. list-serve or committee. Unless such communication is necessary and part of the job duties of the sender, employees shall not discuss on public electronic media matters related to the Dallas Zoo and Children's Aquarium at Fair Park. This includes, but not limited to, information regarding employees, compensation, benefits, employment matters, animal health, behaviors and location/housing, sponsorships, donations, visitor interactions, scientific research conducted at the Dallas Zoo or the Children's Aquarium at Fair Park, financial information, or current or future facility plans. Unless the communication is for zoo business purposes, an employee's "signature" or signature block reflecting the sender's position with DZM should not be included in an electronic communication.

If the sender of a communication is expressing personal opinions or views on a subject, it should be made clear in the communication that the views expressed are personal and not the views of the Dallas Zoo (note 1 below). For the expression of personal views or opinions, an employee's personal e-mail address and not DZM e-mail system should be used.

1. Communication with public media, i.e. print, TV, radio, social networking posts, blogs, or other electronic means of communication regarding Dallas Zoo operations, specific animal conditions, or Dallas Zoo personnel are strictly prohibited unless prior approval is received from the Zoo Director or the appropriate director responsible for public or media relations.

2. It is recognized that employees may take photographic and video images of animals at the Dallas Zoo and Children's Aquarium at Fair Park to share with family or friends. Photographic images of animals at the Dallas Zoo and Children's Aquarium at Fair Park are the property of DZM unless the photograph is strictly for personal use and cannot be used for commercial purposes.

3. Employees shall not post photographs or video images of animals at the Dallas Zoo or Children's Aquarium at Fair Park on social media sites or public web sites that: (a) are taken "behind-the-scenes", i.e. non-public area, (b) are considered by management as inappropriate, (c) do not exhibit the animal in a positive manner, (d) exhibits the animal in a manner that could be misconstrued by the public, (e) taken during a non-public event, or (f) taken by the employee during a period when the employee has unique access to the animal(s) being photographed or videoed. Exceptions to this may be approved by the Zoo Director. It is recognized that once an image or video is posted on a social media site or public web site, the sender has no further control over that image and that image can be used and altered by others for various purposes.

4. All copyright laws shall be adhered to.

5. The Dallas Zoo trademarks and logos shall not be included in any personal e-mail or social media communication.

6. Every effort should be made to make sure online activities do not interfere with the performance of an employee's job duties.

7. Communication using DZM systems shall be professional and shall not contain content that is objectionable or considered defamatory, obscene, proprietary, or libelous by any offended party. Employees using DZM systems for personal communication shall be fully responsible for the content of those communications and any liability for such personal communication shall be that of the sender.

8. Employees participating in personal blogs and websites shall not reveal confidential information or photographic images or video of the Dallas Zoo or its animals, or their position or employment relationship with DZM and/or the Dallas Zoo without the prior consent from the Zoo Director.

Violation of this policy may result in disciplinary action up to and including discharge from employment. Any questions regarding this policy should be referred to the Zoo Director or any Deputy Director.

#### PHOTOGRAPHIC POLICY

Photographic and video images taken by employees during work hours are the property of DZS and cannot be used for commercial purposes. All photographic images or video are subject to the above policy on Social Networking and External E-Mail Policy.