

## **BJWT VOLUNTEER EXPERIENCE**

### **GUIDELINES AND WAIVER OF RISK OF DANGER**

The undersigned visitor/volunteer (collectively “Volunteer”), on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a minor Volunteer (any reference to Volunteer will include the interests of his/her minor Volunteer if the participating Volunteer is a minor), agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement (“Agreement”):

1. In consideration of the opportunity to be a part of the “BJWT Volunteer Experience” and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Volunteer grants to Black Jaguar White Tiger Foundation. (“BJWT”) the right to take motion and still pictures of me, and to record my voice and to obtain other information about me, including but not limited to my name, likeness, photograph, voice, biographical information, (collectively, the “Footage and Materials”), and to use the Footage and Materials, free of charge, solely in connection with BJWT’s social media platforms, including but not limited to, You Tube, Facebook, Instagram, Snap Chat and the BJWT mobile and/or website, etc. and no other use of the Footage and Material shall be made in any manner whatsoever.
2. I will be volunteering my time up to a maximum of 4 hours per day, to render limited services as part of the BJWT Volunteer Experience. Accordingly, I am not an employee of BJWT and am not entitled to the benefits provided by BJWT to any of its employees,
3. I am solely responsible for determining whether I am physically and mentally able to participate in the BJWT Volunteer Experience. I understand that my participation in the BJWT Volunteer Experience may be physically and mentally stressful, have freely and knowingly consented to assuming such risk, and believe that I am fully capable of performing the essential functions of a participant in the BJWT Volunteer Experience. Further, to the extent that I determine during the BJWT Volunteer Experience that I am unable to perform the essential functions of a Volunteer, including, without limitation, any activity or task, I promise to inform BJWT as soon as possible.
4. I will follow and obey all local, city, state and federal laws, and any and all rules made by BJWT in connection with my participation in the BJWT Volunteer Experience. Without in any way limiting the foregoing, I will not threaten, intimidate, injure, harm or damage any animals, persons or property and shall refrain from use of violence at all times.

5. Further, my participation in the BJWT Volunteer Experience may cause me to be exposed to potential dangerous wild animals as more fully described below in paragraph 7 below. I freely and knowingly consent to being in an environment where such animals and the interaction with them may take place. However, I will inform BJWT immediately if I feel threatened by, or uncomfortable with this environment of any other individual connected with the BJWT Volunteer Experience at any time.
6. If I discontinue my participation in the BJWT Volunteer Experience at any time by notifying BJWT, such discontinuation will not affect any of the rights granted by me hereunder, or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement.

#### 7. Assumption of Risk and Waiver:

Volunteer understands and accepts the risks of engaging in wild animal activities and merely being near a wild animal (without limitation, Lions, Jaguars, Leopards Tigers, etc.) (collectively "Animal"). A number of inherent risks are associated with Animal activity. An Animal may behave in a manner that results in damages to property or injury or death to a person. The Animal despite some socializing may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The Animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the Animal. Volunteer understands the resulting injuries, death, and property damage that may result from the accepted risks of engaging in Animal activity or just being near an Animal and that the Animal is powerful and have the potential to be extremely dangerous, even without warning, and Volunteer is not relying on Released Parties (as defined below) to list all possible Animal-related risks. Volunteer therefore agrees that he/she understands the numerous risks and dangers inherent in Animal activities and agree to assume them, to at all times to be responsible for his/her personal safety, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any Animal activities, being near an Animal, or mere presence on the BJWT property and/or private home or any property and/or entity owned and/or controlled by Eduardo Serio (collectively "Facility").

#### 2. Release, Hold Harmless,

Indemnification: Volunteer agrees to release and hold the Facility, it's owners, managers, officers, directors, members, partners, subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, and others acting on their behalf, as well as Eduardo Serio, and his respective

heirs, relatives, agents, attorneys, assigns, and others acting on their behalf (collectively “Released Parties”), harmless for any illness, injury, death, damage, or other loss incurred by Volunteer unless solely caused by Released Parties’ gross negligence or wanton and willful misconduct. Volunteer agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Volunteer directly or indirectly, and which includes reimbursement of Released Parties’ attorneys’ fees.

3. Governing Law and Time Limitation:

This Agreement shall be construed and enforced in accordance with the laws of the Country of Mexico . All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the court of proper jurisdiction in Mexico City. The parties hereto hereby submit to the jurisdiction and venue of the Court in Mexico City for such purpose. Volunteer agrees that any and all claims and/or causes of action, for injury, death, property damage, or other claims or losses by Volunteer, on his/her own behalf and/or on behalf of a minor Volunteer, against the Released Parties, must be brought within one (1) year of the date they accrue.

4. Attorneys' Fees:

Volunteer agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Volunteer.

5. Volunteer Certification:

Volunteer certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her minor Volunteer, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

\_\_\_\_\_ An Authorized  
Signatory (Facility)

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

\_\_\_\_\_ Dated

Volunteer signing on own behalf and as Add'l Parent/Legal Guardian if Volunteer is

Parent/Legal Guardian if Participating Volunteer is a minor a minor

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

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

\_\_\_\_\_ Email Address