

# Foster Care Agreement

By signing below, I, the foster parent, agree that I will foster the animal(s) identified below on the basis set out in this Foster Care Agreement.

<b>Foster animal</b>	<b>Name:</b>	<b>Species:</b>
	<b>Description:</b>	
<b>Foster period</b>	<b>Pick-up date:</b>	<b>Return date:</b>
<b>Client Contact Information</b>		
<b>Foster relationship</b>	<p>I understand that I am not adopting the animal, and that the foster relationship is solely to provide temporary care for the animal. I understand that Client maintains legal guardianship of the animal.</p> <p>I understand that I am a volunteer, not an employee or contractor, and will not be paid for fostering the animal.</p>	
<b>Supplies</b>	<p>Client will provide a carrier, which I will use to transport the animal, and food and medical care for the duration of the foster relationship. I will pick up food at Client's facility.</p> <p>I will supply food bowls, water bowls, toys, bedding, and litter (for cats). I will clean and disinfect all supplies and indoor spaces used by any previous foster or animal.</p>	
<b>Daily Care</b>	<p>I will be responsible for the daily care and feeding of the animal. I will feed the animal only the food provided or approved by Client.</p> <p>I will keep the animal separate from any resident pets and confined to a kitten/puppy-proofed space indoors at all times.</p>	
<b>Return</b>	<p>I will return the animal prior to the stated date if requested by Client, or if circumstances develop where I am unable to give the best possible care.</p> <p>Upon the end of the foster relationship, I will immediately return the animal and any supplies provided by Client.</p>	
<b>Vaccinations</b>	<p>I will keep the animal current on its vaccinations and bring the animal only to the Client Medical Department for vaccination.</p>	
<b>Health and Behavior</b>	<p>I will notify Client if the animal has not eaten for more than 24 hours, or if the animal experiences diarrhea for more than 24 hours.</p> <p>I will notify Client if the foster cat/kitten is not using the litter box in an appropriate fashion.</p>	
<b>Medical Care</b>	<p>I will give the animal medications only as prescribed by the Client Medical Department.</p> <p>Should the animal become ill, I will take it to the [_____] Hospital during business hours, or to the [_____] emergency hospital after [_____] Hospital business hours. I understand that Client is not responsible for charges incurred at any other veterinary hospital.</p>	

*Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.*

**Volunteer Tetanus and Rabies Waivers**

Client encourages all foster volunteers to be current on tetanus vaccinations. Client also offers volunteers who handle animals a reimbursement of up to \$[\_\_\_\_] to complete a rabies pre-exposure vaccination series. I am advised to discuss this series with a physician in advance, at my own expense. Client will reimburse me only if I provide written documentation from a physician that I have completed the series. I understand that my decisions regarding these vaccinations are at my own risk.

**Insurance**

As I am not an employee, I understand that I am ineligible for state workers' compensation coverage. Client maintains an alternative medical insurance policy that provides limited coverage for injuries that are sustained while a volunteer is helping Client. If I am injured during while fostering the animal, I will complete an injury report as soon as possible, whether or not I intend to file a claim. If I intend to file a claim, I must notify Client in writing within ten days of the injury. If the ten-day requirement is not met, I understand that I may not receive benefits.

**Understandings about Risks**

I understand that serving as a foster parent and participating in Client activities may be dangerous or result in damage to my property. I understand that the animal, or other animals with whom I may interact, may be unpredictable and may bite, scratch, or transmit zoonotic diseases. Other risks may arise from the other behaviors of the animal, my own actions or inactions, physical exertion, the actions or inactions of Client or others present at Client facilities, traveling to or from Client facilities, or being present at a Client facility.

**Assumption of Risks**

I confirm my understandings of the risks stated above. With that information and awareness, I assume and accept the risks of all injury, illness, disease, death, property damage or loss, financial obligation, loss of privacy, and all other consequences that may result, directly or indirectly, from my service as a foster parent and volunteer, my presence at Client facilities, or my participation in other Client activities, regardless of the cause.

**Waiver; Release of Legal Claims**

In consideration for my participation as a foster parent and in other Client activities, I waive and release any and all claims against Client's directors, officers, agents, employees, volunteers, and affiliates (collectively, "Released Parties"), for any liability, loss, damages, claims, expenses, and attorneys' fees, resulting from death, property damage, financial obligation, loss of privacy, and all other consequences that may result, directly or indirectly, from my service as a foster parent and volunteer, my presence at a Client facility, my participation in Client activities, or my failure to obtain a tetanus vaccination or complete the rabies pre-vaccination series, regardless of the cause and even if caused by negligence, whether passive or active. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this Agreement. I will not sue any of the Released Parties on the basis of these waived and released claims.

**Publicity**

I consent to the use by Client of my name, city and state of residence, biographical and personal background, statements, voice, image, and likeness story in any format, including photos, video, audio, print, or electronic (collectively, "Materials"), as Client may deem appropriate to promote its activities. Client may make the Materials available on its website, in its publications, or through any other media, including social networking platforms. I understand that I am not entitled to inspect or approve the use of the Materials, receive notice of their use or publication, or receive any payment.

Checking the box at the end of the sentence means I do not agree to the publicity consent:

**[Non-Disparagement**

Subject to applicable law, I will take no action which is intended, or would reasonably be expected, to harm Client or Client’s reputation, or which would reasonably be expected to lead to unfavorable publicity for Client.]

**Termination of Foster Volunteer Status**

I understand that Client may terminate my foster parent and volunteer status at any time, for any or no reason.

**General Provisions**

This agreement will cover all my foster parent activities for Client, whatever their nature or location. This is the final, complete, and exclusive agreement between Client and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

\* \* \* \* \*

**I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.**

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<b>Volunteer Name</b>	<b>Volunteer Signature</b>	<b>Date</b>
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Client is deeply grateful for the vital services contributed by our caring foster volunteers. Thank you for volunteering to serve as a foster parent.