



## **Indemnification Agreement**

This agreement is entered between Monte Vista Small Animal Hospital at 901 E. Monte Vista Ave. Turlock, California 95382 and \_\_\_\_\_, (trainee/volunteer/student), on \_\_\_\_\_ (Date).

### **Recitals:**

- A. Monte Vista Small Animal Hospital (MVSAH) has agreed to provide clinical knowledge for the student at its facility.
- B. In order to provide clinical experience for the student, MVSAH has agreed to allow the student/trainee/volunteer to spend \_\_\_\_\_ (time period) at the MVSAH location. This time period during which the student is scheduled at the MVSAH shall be referred to as job shadow.
- C. The student wishes to enter into this agreement pursuant to participate in the job shadow and to assume the obligations set forth below.

### **Agreement**

Now, therefore, for and in consideration of the services provided by the MVSAH to the student/trainee/volunteer, he or she agrees to the following:

1. This agreement will apply during the time frame scheduled for the student as defined above.
2. The student agrees to abide by all rules, regulations, policies and procedures in effect at MVSAH during their stay.
3. The student agrees to observe and respect all the patients and clients' rights and confidences.
4. The student agrees that if he or she is fulfilling specific educational requirements, therefore he or she is not to be considered an employee of MVSAH, regardless of the nature or extent of the acts performed by the student/trainee/volunteer, for purposes of workers compensation, employee benefit programs or any other purpose.



5. The MVSAH may remove any student from the premises whose behavior is unsatisfactorily and is a threat to patients or others, whose personal characteristics prevent positive relationships within MVSAH.
6. The student agrees to indemnify, defend and hold harmless the MVSAH, its employees, managers, and doctors against any and all costs, expenses, attorney fees, suits, liabilities, damages or claims of damages including but not limited to: economic or physical injury or death to any person or persons, damage to any property of any kind, whatsoever and to whomsoever belonging. The student obligations to indemnify and hold harmless the MVSAH shall apply with full force and effect regardless of any concurrent negligence, whether active or passive, primary or secondary by the MVSAH or anyone directly or indirectly employed by MVSAH. However, the student has no obligation to indemnify the MVSAH, its employees, managers, or doctors against liability for economic or physical injury or death to any person or persons, or damage to property arising from the sole negligence or willful misconduct of the MVSAH, its employees, managers and doctors.
7. The student shall further indemnify and hold harmless the MVSAH from and against any and all claims arising from any breach or default in the performance of any of the student's obligation under this agreement or arising from any negligence of the student and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding brought thereon. In the event that an action or proceeding is brought against the MVSAH by reason of any claim arising out of the performance of this agreement, or in any action brought against the student by third parties in which the MVSAH is joined a party, upon notice by the MVSAH, the student shall defend the same at the student's expense by counsel chosen by the MVSAH.
8. In any action brought to interpret or enforce the performance of this agreement, or any terms thereof, the prevailing party shall be entitled to reasonable attorney fees.
9. The student acknowledges and represents that his or her participation in the job shadow at MVSAH identified in this agreement is voluntary. The student acknowledges that he or she was not compelled to participate in the shadow program at MVSAH as a condition of his or her education or employment.
10. This agreement shall be governed by the construed in all respects in accordance with the laws of California. The place for any action initiated to enforce any obligation under this agreement shall be California. The student hereby submits to the jurisdiction of the state and federal courts in California and waives any objection to venue in California.
11. In the event that any provisions, or any part or portion of any provision, of this agreement shall be held to be invalid, void or otherwise unenforceable, such as holding shall not affect the remaining part or portions of the agreement of any other provision hereof.



12. By executing this agreement the student acknowledges that he or she has read and understands each and every provision of this agreement, and by placing his or her signature at the end of this agreement, represents that he or she has voluntarily assumed obligations contained therein.

### **Commencement and Termination:**

13. This agreement shall be effective following execution by the student/trainee/volunteer.

### **Execution:**

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Student Print Name:	Signature	Date
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Hospital Representative	Print Name and Title	Signature	Date
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**NOTE:** THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED FOR ALL VOLUNTEERS UNDER THE AGE OF EIGHTEEN (18) WHO WISH TO PARTICIPATE IN THE JOB SHADOW PROGRAM.

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<b>Signature of Student:</b>	<b>Signature of Parent of Guardian</b>
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I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT SIGNED BY THE STUDENT/TRAINEE/VOLUNTEER AND BY THE REPRESENTATIVE OF THE MVSAH.

**Initials of the student** \_\_\_\_\_



**Initials of representative of MVSAH**\_\_\_\_\_

**NOTE:** CALIFORNIA VETERINARY MEDICAL ASSOCIATION AND ABD INSURANCE AND FINANCIAL SERVICES HAVE PROVIDED THIS AGREEMENT AS A SERVICE FOR THEIR MEMBERS AND ARE NOT PARTIES TO THIS AGREEMENT.