



Bat World Sanctuary Externship Contract

This contract is entered into between _____, hereinafter known as "Extern" and Bat World Sanctuary (BWS). BWS agrees to train and educate Extern in the care, medical treatment, and husbandry of frugivorous and, if vaccinated, insectivorous bats. In consideration for this training and education, Extern agrees to the following terms and conditions:

It is understood that the data, techniques, results, and anecdotal information provided to Extern during their externship at BWS is proprietary and is copyrighted as intellectual property by BWS. Extern agrees to not sell or misrepresent in any way the training, data and techniques learned during the externship.

If Extern successfully completes the BWS insectivorous bat rehabilitation externship program to the satisfaction of BWS, he or she shall be issued a Certificate of Completion of the BWS extern program. BWS shall have sole discretion to decide whether or not extern has sufficiently demonstrated the skills, knowledge, temperament, and compassion for bats to receive a Certificate of Completion. The Certificate of Completion shall entitle extern to publish, advertise, and communicate to third persons the fact that he or she has been trained by BWS and is certified by BWS. In the event that Extern receives a Certificate of Completion of the BWS training program, Extern agrees to thereafter diligently follow all of Bat World guidelines and procedures when caring for, treating, or housing bats. This Certificate of Completion does not extend to fruit bat care, and is only available to vaccinated Externs who complete insectivorous bat rehabilitation and husbandry training.

Extern understands that, in attempting to maintain a captive collection of bats, failure to follow the procedures, protocols, and diets recommended by BWS will have a substantial negative impact on the success of such a project. In the event that Extern at any time fails to follow BWS guidelines and procedures when caring for, treating, or housing bats, then Extern's Certificate of Completion of Bat World's training program shall be automatically revoked without notice or hearing and Extern may no longer publish, advertise, or communicate to any person the fact that he or she was trained by BWS or was certified by BWS. BWS shall have sole discretion to determine whether or not the Certificate of Completion should be revoked. In the event that Extern is notified in writing that Extern's Certificate of Completion has been revoked by BWS and Extern thereafter publishes, advertises or communicates to any person the fact that Extern spent time at the BWS facility, was trained by BWS, or was certified by BWS, then Extern agrees to pay BWS all attorney's fees incurred by BWS in enforcing this contract.

In the event that Extern fails to complete the entire internship, Extern may not publish, advertise, or communicate to any person the fact that he or she spent time at the BWS facility or was trained by BWS. If extern thereafter publishes, advertises or communicates to any person the fact that Extern spent time at BWS, was trained by BWS or was certified by BWS, then Extern agrees to pay BWS all attorney's fees incurred by BWS in enforcing this contract.

If any portion of this contract is found to be void or unenforceable it shall not affect the remainder of

the contract which shall remain in full force and effect. This contract contains the entire agreement of the parties with respect to the subject matter of this contract, and supersedes all prior negotiations, agreements and understandings with respect thereto. This contract may only be amended by a written document duly executed by all parties. Venue for any lawsuit to enforce this contract or for any lawsuit alleging breach of this contract shall be in Tarrant County, Texas.

AGREEMENT: I agree that while attending an internship at Bat World Sanctuary, I will refrain from the use of tobacco and illegal drugs on any and all property owned by Bat World Sanctuary. I agree to refrain from exceedingly offensive or abusive language and behavior. I understand that lessons will not be reiterated for my benefit if I am consistently late for non-emergency reasons, or if I am involved in activities not directly related to my internship. I understand that my not abiding by these rules can result in my dismissal at the sole discretion of the directors of Bat World Sanctuary.

WAIVER OF LIABILITY: I hereby voluntarily assume all risks inherent in or arising from participation from any and all activities I am involved in at Bat World Sanctuary. I hereby voluntarily release, discharge and relinquish any and all actions or causes of action for mental duress, personal injury, personal illness including rabies and histoplasmosis, property damage or any other damages arising from participation in this program or any activities incidental thereto wherever or however the activities may occur. By my signature, I indicate that I understand that this release is intended to discharge in advance the Bat World Sanctuary, any of its officers, agents, or volunteers for any of the above mentioned causes of action even though that liability may arise out of negligence or carelessness on the part of those persons or Bat World Sanctuary.

Date of your most recent inoculation against rabies: _____

Your titer: _____

If you do elect not to have this inoculation, please initial here _____

SIGNED this _____ day of _____, 20_____

EXTERN _____

BAT WORLD REPRESENTATIVE _____