

VOLUNTEER RELEASE AND WAIVER OF LIABILITY¹

In consideration for the willingness of [ORGANIZATION] to accept my participation as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I do freely, voluntarily, and without duress execute this Release, and I understand, acknowledge, and agree as follows:

1. Volunteer Activities. I agree to provide my services to [ORGANIZATION] as a volunteer for purposes of [Describe program or activities] (the “Activities”). I also agree that I am not, and will not be considered to be, an employee of [ORGANIZATION] while participating in such Activities. I understand that the Activities may include [Insert further description of activities here].

2. WAIVER AND RELEASE OF LIABILITY.

(a) For myself and for my estate, heirs, legal and personal representatives, executors, successors and assigns, I hereby release, forever discharge, and hold harmless [ORGANIZATION] and its directors, officers, employees, agents, volunteers, successors, assigns, and other representatives (collectively the “Released Parties”), from any and all liability, claims, losses, demands, and causes of action whatsoever that I may have of whatever kind or nature, either in law or in equity, arising from or relating to my participation in the Activities, whether or not resulting from negligence, all of which I hereby waive. Such claims include but are not limited to any claim for any bodily injury, personal injury, illness, death, or property damage arising from or relating to my participation in the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party.

(b) I also understand that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including but not limited to medical, health, or disability insurance coverage for any volunteer.

(c) I release, forever discharge, and hold harmless the Released Parties from any claim, demand, or cause of action whatsoever arising from or relating to any first aid or medical treatment rendered in connection with the Activities. I understand and agree that [ORGANIZATION] assumes no responsibility for any injury or damage which might arise from or relate to such authorized emergency medical treatment.

3. Assumption of the Risk. I understand that the Activities may involve work that may be hazardous to me and inherently dangerous risks, including but not limited to travel to and from locations where [ORGANIZATION] is performing its services and [Insert other potentially hazardous or dangerous activities].² I hereby expressly and specifically assume the risk of damage, injury, harm, or death in connection with such Activities. In addition to any other risks posed by participating or volunteering with [ORGANIZATION], I understand that, despite any safety precautions being taken by [ORGANIZATION], by participating or volunteering with

¹ **This sample form is provided for general guidance only.** Your nonprofit’s release and waiver form should be drafted in consultation with legal counsel to suit the specific needs of your organization.

² Note that it is important to describe activities and the risks being assumed such that the volunteer has actual knowledge of the specific dangers and understands and appreciates the extent of the risk. This is particularly important with activities that involve construction. Georgia courts have explained that because all construction work is dangerous, the worker must have made a deliberate choice to engage in obviously dangerous conduct, that is voluntary and without coercion, in order to have “assumed the risk.”

[ORGANIZATION], there is a risk of potential exposure to harmful viruses or bacteria, which may result in illness or death. I release, forever discharge, and hold harmless [ORGANIZATION] and its directors, officers, employees, agents, volunteers, successors, assigns, and other representatives from any and all liability, claim, costs, or expense related to such risk.

4. **Media Release.**³ I grant and convey to [ORGANIZATION] all right, title, and interest in any and all photographic images and video or audio recordings made by or for [ORGANIZATION] during my participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs and/or recordings.

5. **Miscellaneous.**

(a) I have fully and carefully read this Release, fully understand its contents, and sign it freely and willingly, without coercion or undue influence, and upon full and mature consideration.

(b) I further agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia, and this Release shall be governed by and construed in accordance with Georgia law, without giving effect to its conflict of laws rules. I agree that the sole and exclusive jurisdiction and venue for litigation between myself and [ORGANIZATION] will be a state or federal court having jurisdiction over _____ County, Georgia.

(c) If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Date: _____

Signature of Volunteer

Volunteer's Printed Name

IF VOLUNTEER IS UNDER 18:

Date: _____

Signature of Volunteer's
Parent/Guardian

Parent/Guardian's Printed Name

³ This paragraph should be included if you anticipate recording, shooting or using such media.