

## **LIABILITY RELEASE, WAIVER, ASSUMPTION OF RISK INDEMNITY AND HOLD HARMLESS BY VOLUNTEER**

I, \_\_\_\_\_, wish to participate as a volunteer for the United Methodist Committee on Relief of Global Ministries (Inc.), a Georgia nonprofit corporation (“UMCOR”).

In consideration for being allowed to participate in volunteer activities for UMCOR, including any volunteer activities at or related to UMCOR’s Sager Brown facility or volunteer program, and all related activities, including any activities incidental to, arising from or related to any UMCOR volunteer activities (collectively, the “Volunteer Activities”), which include, without limitation, all travel, overnight accommodations, meals, recreational activities, religious activities, gatherings, social activities and volunteer labor (including, without limitation, all manual labor, use of ladders, tools, machinery, vehicles and equipment, and physical activity), the undersigned volunteer and the parent or legal guardian of any volunteer under eighteen (18) years old (collectively, “Volunteer”), on behalf of Volunteer and Volunteer’s family, estate, heirs and assigns, hereby releases UMCOR, its affiliates, subsidiaries, successors and assigns, and any of their respective officers, directors, employees, volunteers, agents, attorneys, insurers, independent contractors, successors and assigns (collectively, the “Released Parties”) from any and all liability, damages, causes of actions, suits, losses, judgments and claims of any kind or nature (collectively “Claims”) in any way arising out of or related to the Volunteer Activities, which Volunteer may now have or in the future may have, including Claims for damages, costs, expenses or fees of any kind, including attorney’s fees, litigation costs and medical expenses, whether for personal injury, sickness or illness, death, emotional distress or property damage, whether based on or involving negligence, including any Released Party’s own negligence, affirmative acts or omissions, whether foreseen or unforeseen, or whether in law or in equity.

Volunteer acknowledges and understands that participation in the Volunteer Activities involves certain risks, foreseeable and unforeseeable, including, but not limited to, serious injury, illness, death and property damage. Some of the Volunteer Activities involve travel, physical labor, heavy lifting or other strenuous activity, work on ladders and work on building structures above ground. Volunteer knowingly and voluntarily elects to participate in the Volunteer Activities with knowledge of the risks involved, believes that the potential benefits to Volunteer by participating in the Volunteer Activities outweigh any risks, and agrees to accept all risks of participation.

Volunteer acknowledges and understands the novel coronavirus known as COVID-19 is reported to be an extremely contagious virus. The risks of COVID-19 include severe illness, personal injury, permanent disability and death, as well as other risks reported by the United States Centers for Disease Control and Prevention (CDC). The risk of transmission of, and infection by, the COVID-19 virus is higher in any area where people congregate or share facilities and cannot be prevented. Volunteer understands the Volunteer Activities involve congregation of people, the sharing of facilities, and an inherent risk of contact with, and contracting, the COVID-19 virus, and Volunteer knowingly and voluntarily elects to participate in the Volunteer Activities with knowledge of the risks involved, believes that the potential benefits to Volunteer by participating in the Volunteer Activities outweigh any risks, and agrees to accept all risks of participation.

Volunteer acknowledges that it is Volunteer’s sole responsibility to, and Volunteer agrees to promptly inform UMCOR of any Volunteer Activities which Volunteer does not feel comfortable performing, promptly report to UMCOR any discomfort, illness, injury or complications while participating in any Volunteer Activities and cease further participation in the Volunteer Activities, and refrain from participating in and attending any Volunteer Activity if Volunteer experiences any symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, muscle pain, sore throat, or loss of

taste or smell, or has a suspected or diagnosed case of COVID-19, or has had contact with someone diagnosed with COVID-19 within the previous five (5) days.

Volunteer represents and warrants that Volunteer is in good health and able to participate in the Volunteer Activities. Volunteer will be solely responsible to determine if Volunteer is physically capable of engaging in any of the Volunteer Activities. Volunteer acknowledges that Volunteer will engage in any Volunteer Activities at Volunteer's own risk, and willingly assumes all responsibility for any damage and injury to Volunteer and Volunteer's property.

Volunteer agrees to adhere to any rules, regulations, policies and procedures of UMCOR in connection with the Volunteer Activities.

Volunteer certifies that Volunteer has all appropriate parental release forms necessary to allow Volunteer to act on behalf of any minors in Volunteer's care, and Volunteer certifies that those minors in Volunteer's care will be bound by the terms of this agreement. Volunteer understands that Volunteer and any minors in Volunteer's care will not be permitted to perform any Volunteer Activities without the required signed parental release forms and verified background checks for adult chaperones. It is Volunteer's responsibility to ensure that Volunteer has ensured the minimum ratio of adult supervisors per number of middle school youth (1:3) and high school youth (1:5), plus at least one adult at least 25 years of age, in addition to Volunteer.

If UMCOR provides living accommodations for Volunteer, Volunteer understands that the Released Parties are not responsible or liable for Volunteer's personal property, security of any property, or any damage, loss or theft to any property resulting from any source or cause.

Volunteer agrees to indemnify, defend and hold harmless the Released Parties from all liability, damages, actions, causes of actions, demands, suits, losses, judgments and Claims of any kind or nature, including attorney's fees and litigation costs, arising out of or related to Volunteer's participation in the Volunteer Activities.

Volunteer understands that this document is an agreement that grants certain rights to, and eliminates the liability of, the Released Parties.

Volunteer understands and agrees that this agreement is consummated and shall be deemed entered into in the State of Georgia regardless of the location in which it is executed by Volunteer. This agreement shall be governed by the laws of the State of Georgia. All Claims, actions, lawsuits, proceedings, complaints or controversies whatsoever arising from or related to this agreement, the Volunteer Activities, or any property, conduct or omission of any of the Released Parties shall be governed by the laws of the State of Georgia and shall exclusively be brought in state or federal court located in Fulton County, Georgia.

Volunteer understands that this agreement is intended to be as broad and inclusive for the Released Parties' benefit as permitted by the laws of the State that governs this agreement. Volunteer agrees that if any portion of this agreement is invalid, the remainder will continue in full legal force and effect. This agreement does not supersede any other written agreements previously entered in to by Volunteer. No waiver, alteration or modification of any of the provisions of this agreement shall be valid unless in a separate writing signed by UMCOR.

**NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. VOLUNTEER HAS COMPLETELY READ ALL PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. VOLUNTEER SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY INTENDING TO BE BOUND BY EVERY PROVISION OF THIS AGREEMENT.**

**Volunteer's Printed Name:** \_\_\_\_\_

**Volunteer's Signature:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***(IF VOLUNTEER IS UNDER 18 YEARS OLD)***

**Parent or Guardian's Printed Name:** \_\_\_\_\_

**Parent or Guardian's Signature:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_