

# Facilitator Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") is executed on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ ("Volunteer") in favor of SAVE GEORGIA'S HEMLOCKS, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia and each of its directors, officers, employees, volunteers, and agents (collectively, "SGH").

I desire to volunteer with SGH to provide information, advice, and assistance to community members for saving endangered hemlocks from the hemlock woolly adelgid and to engage in the activities related to offering these services.

I understand that the scope of my relationship with SGH is limited to a volunteer position and that no compensation is expected in return for services provided by me; that SGH will not provide any benefits traditionally associated with employment to me; and that I am responsible for my own insurance coverage in the event of personal injury, illness, or liability as a result of my volunteer services to or on behalf of SGH.

I hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless SGH and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to or on behalf of SGH. I understand and acknowledge that this Release discharges SGH from any liability or claim that I may have against SGH with respect to bodily injury, personal injury, illness, or death, liability, or property damage that may result from the services I provide to or on behalf of SGH or occurring while I am providing volunteer services.
- 2. Insurance:** SGH does not carry or maintain, and expressly disclaims responsibility for providing, any health, medical, liability, or disability insurance coverage for Volunteers and strongly encourages each Volunteer to carry his/her own insurance of any type deemed appropriate by the Volunteer. I understand that SGH does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, disability benefits, or liability insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of SGH beyond what may be offered freely by SGH in the event of such injury or medical expenses incurred by me.
- 3. Medical Treatment:** I hereby release and forever discharge SGH from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with SGH.
- 4. Assumption of Risk:** I understand that the services I provide to or on behalf of SGH may include activities that may be hazardous to me including, but not limited to, travel to a client's property or special event location, walking or riding in a vehicle to inspect the trees on a client's property, mixing and applying non-restricted treatment products, demonstrating the use of application equipment, and working outdoors on uneven or difficult terrain. As a volunteer, I hereby expressly and specifically assume the risk of injury or harm from these activities and release SGH from all liability for injury, illness, death or property damage resulting from the services I provide as a Volunteer or occurring while I am providing volunteer services.



- 5. Photographic Release:** I do hereby grant and convey to SGH all rights, title, and interest in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by SGH during my volunteer activities with SGH, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. Other:** As a Volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the enforceability of the remaining provisions of this Release.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Volunteer Name (Please print): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

**\*\*\*\*\* If the volunteer is under the age of 18, a parent or legal guardian must sign. \*\*\*\*\***

Parent or Guardian (Print): \_\_\_\_\_

Parent or Guardian (Sign): \_\_\_\_\_

**In case of emergency, please contact:**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_