

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Volunteer Name ("Volunteer"): _____

Volunteer Date of Birth: _____

Parent/Guardian Name (if Volunteer is under 18): Name _____

THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK (the "Release") is executed on this _____ day of _____, _____, by or on behalf of the above-named volunteer (the "Volunteer"), in favor of **LIGHTHOUSE FAMILY RETREAT, INC.**, a Georgia non-profit corporation, and all its directors, officers, employees, contractors, agents, and volunteer affiliates (the "Releasees").

I, the Volunteer, wish to participate in a community outreach program (the "Program") organized, sponsored, managed and supervised by Releasees to support families in my community that are battling childhood cancer, and I hereby grant this Release in consideration therefor.

I, THE UNDERSIGNED VOLUNTEER, FREELY, VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR DURESS EXECUTE THIS RELEASE TO ATTEST TO MY UNDERSTANDING AND AGREEMENT TO THE FOLLOWING TERMS:

- I, the undersigned Volunteer, understand and acknowledge that I as part of my participation in the Program, I have been assigned to support the _____ family (the "Care Family"). I further understand and acknowledge that I will not be the only volunteer assigned to the Care Family and will need to work in tandem with other volunteers to provide a supportive environment for the Care Family.
- I, the undersigned Volunteer, understand and acknowledge that prior to my participation in the Program, I must clear a background check and provide the Releasees with a copy of my background check results. I further understand that the background check will be performed at my expense.
- I, THE UNDERSIGNED VOLUNTEER, KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, OF INJURY, HARM, AND LOSS ASSOCIATED WITH MY INVOLVEMENT AS A VOLUNTEER IN THE PROGRAM.
- I, THE UNDERSIGNED VOLUNTEER, UNDERSTAND AND ACKNOWLEDGE THAT MY PARTICIPATION IN THE PROGRAM MAY INCLUDE STRENUOUS AND PHYSICALLY DEMANDING ACTIONS. I REPRESENT THAT I AM IN GOOD MENTAL AND PHYSICAL HEALTH AND CAN PARTICIPATE IN THE PROGRAM WITHOUT CAUSING A DANGER TO MYSELF, THE CARE FAMILY, GUESTS, AND OTHER VOLUNTEERS AROUND ME.
- I, THE UNDERSIGNED VOLUNTEER, UNDERSTAND AND ACKNOWLEDGE THAT I WILL BE INTERACTING WITH CHILDREN THAT MAY BE IMMUNOCOMPROMISED AND THAT DURING MY PARTICIPATION IN THE PROGRAM, I MUST ABIDE BY THE COVID-19 SAFETY PROTOCOLS SET IN PLACE BY THE RELEASEES.
- I, THE UNDERSIGNED VOLUNTEER, UNDERSTAND AND ACKNOWLEDGE THAT PARTICIPATION IN GROUP PROGRAM MIGHT LEAD TO CONTACT WITH PERSONS WHO MAY NOT BE VACCINATED AGAINST COVID-19 OR ARE ILL OR CONTAGIOUS WITH ONE OR MORE ILLNESSES, INCLUDING BUT NOT LIMITED TO COVID-19, AND THAT SUCH CONTACT, EVEN WITH THE SAFETY PRECAUTIONS IMPLEMENTED BY THE RELEASEES OR THE CARE FAMILY, MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, AND/OR DEATH. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT IF I DEVELOP ANY COVID-LIKE SYMPTOMS WHILE PARTICIPATING IN THE PROGRAM, INCLUDED BY NOT LIMITED TO FEVER, LOSS OF TASTE, LOSS OF SMELL OR SEVERE MUSCLE FATIGUE, I WILL IMMEDIATELY NOTIFY THE RELEASEES AND THE CARE FAMILY.
- I, the undersigned Volunteer, understand and acknowledge that my participation in the Program shall be limited only to the activities set forth by the Releasees. I further understand that as a Volunteer in the Program, **I AM NOT REQUIRED TO DRIVE, TRANSPORT, BABYSIT, OR PROVIDE FINANCIAL SUPPORT TO ANY MEMBER OF THE CARE FAMILY (the "Unsanctioned Activities"), and may reject any request from the Care Family for Unsanctioned Activities.** In the event I choose to engage in the Unsanctioned Activities, I understand and acknowledge that I am acting outside of the scope of the Program, and hereby personally assume any risk or liability associated with my participation in the Unsanctioned Activities.
- I, the undersigned Volunteer, understand and acknowledge that I may be photographed or recorded while participating in the Program. I consent to the use of any photographs, pictures, film, or videotaped images of me or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.
- I, the undersigned Volunteer, hereby release, indemnify, and hold harmless the Releasees, to the fullest extent permitted by law, from any and all liability for loss, theft, cost, expense, injury, illness, death or property damage resulting directly or indirectly from my involvement or participation in the Program.
- I, the undersigned Volunteer, understand and acknowledge that the Releasees do not assume any responsibility for or obligation to provide financial assistance or insurance, including but not limited to medical, health, or disability insurance in the event of my injury, illness, death, or damage to my property.
- I, the undersigned Volunteer, hereby release and forever discharge, hold harmless and indemnify (including all for costs, damages, and attorneys' fees) the Releasees and their successors and assigns from any and all liability, claims, and demands which I or my heirs, assigns, next of kin or legal representatives may have, make, or which may hereinafter accrue in connection with any bodily injury, personal injury, illness, contracting COVID19, death or property damage which may now or hereafter arise from or is in any way related to my participation in the Program, whether caused wholly or in part by the negligence, fault or other misconduct of the Releasees, other Volunteers, or any other persons.
- I, the undersigned Volunteer, expressly agree that this Release shall be governed by the laws of the State of Georgia, U.S.A. and that any claim or cause of action arising hereunder shall be adjudicated **only in the Superior Court of Fulton County, Georgia. I HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR MY PARTICIPATION IN THE PROGRAM.** I further agree that in the event 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 remaining clauses or provisions of this Release, which shall continue in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

VOLUNTEER: Name (print): _____

Date: _____

Signature: _____
(By parent or guardian if Volunteer is a minor)