



VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY

As a Senior Services North Fulton, Inc. volunteer, the lasting impression you make on those you serve reflects directly on all of us. Please be sure your words and actions help build our program and its reputation for quality.

This Volunteer Agreement (the "Agreement") is executed on this ___ day of _____, 20___, between _____ (the "Volunteer"), and Senior Services North Fulton, Inc., a Georgia nonprofit corporation ("Senior Services"), and on behalf of their directors, officers, trustees, employees, volunteers and agents (each, a "Party" and collectively, the "Parties").

- 1. Assumption of the Risk.** As a volunteer, I understand that I control the dates and times when I am available to volunteer. However, I understand that Senior Services will coordinate and schedule my volunteer activities for certain Senior Services programs and agree to follow the Senior Services procedures for scheduling said volunteer activities. I am aware that participation as a volunteer may require periods of standing, lifting and carrying up to 20 pounds, and operating an automobile, and will require the exercise of reasonable care to avoid injury. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, and agree to accept any and all risks of personal injury and property damage.
- 2. Waiver and Release.** I HEREBY AGREE THAT I, AND MY ASSIGNEES, HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES, HEREBY RELEASE AND FOREVER DISCHARGE SENIOR SERVICES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OBLIGATIONS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, EXPENSES, ATTORNEYS' FEES, AND INDEMNITIES OF WHATEVER KIND OR NATURE, WHETHER BASED IN CONTRACT, TORT, STATUTE, OR OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY, WHICH ARISE OR MAY HEREAFTER ARISE IN CONNECTION WITH MY ACTIVITIES WITH SENIOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, THAT MAY RESULT FROM MY VOLUNTEER ACTIVITIES WITH SENIOR SERVICES. THE PARTIES AGREE THAT THIS SECTION 2 IS A MATERIAL CONSIDERATION FOR ENTERING INTO THIS AGREEMENT.
- 3. Medical Treatment.** I understand that if I am injured in the course of the project, I am not covered by Senior Services' Workers' Compensation program. I authorize Senior Services to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury. I further release Senior Services from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my volunteer activities with Senior Services.
- 4. Photographic Release.** I authorize Senior Services, acting through its agents, employees, or representatives, to take photographs, video recordings, and/or audio recordings of me, including my name, image, likeness, performance, and/or voice ("Recordings"). I also grant Senior Services an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the Recordings may be used by Senior Services for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that Senior Services will have final editorial authority over the use of the Recordings, and waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. I release and fully discharge Senior Services, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my participation in the Recordings or Senior Services' future use of the Recordings.

5. **Volunteer Policies.** I have received and reviewed the Senior Services Volunteer Manual (“Manual”), which is incorporated herein and may be modified from time to time. I agree to abide by the rules, policies and procedures contained within the Manual. I understand and agree that if I do not adhere to the rules and procedures set forth in the Manual or if I fail to satisfactorily perform my volunteer assignment, I am subject to dismissal at Senior Services’ sole discretion. Possible grounds for dismissal may include, but are not limited to: gross misconduct or insubordination; theft or misuse of Senior Services materials; abuse or mistreatment of clients, staff, or other volunteers; failure to abide by Senior Services policies and procedures; violation of Sections 8 or 9 of this Agreement; and failure to satisfactorily perform assigned duties.
6. **Driver’s License; Insurance.** As a volunteer, I agree to provide proof of a valid driver’s license and current automobile insurance. I agree to mail or deliver copies of these documents to Senior Services to be filed with this agreement. I will maintain automobile insurance and notify my volunteer coordinator of changes. I will immediately notify my volunteer coordinator if my driver’s license becomes restricted, suspended, revoked or expires.
7. **Background Check; Convictions.** I agree that my participation as a volunteer for Senior Services is contingent upon satisfactory completion of a criminal background check, to be conducted at Senior Services’ expense. As a volunteer, I will notify my volunteer coordinator of any criminal convictions or criminal charges that are pending against me or which arise during the course of my volunteer activities with Senior Services.
8. **Confidentiality.** I understand that as a volunteer, I may be exposed to confidential information, including identifying information and Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996, and that Senior Services and its agents, including volunteers, are required by law and ethical considerations to preserve and maintain the privacy of those receiving services. I agree that I will not disclose any PHI that I may receive, except that I may disclose the minimum amount of PHI necessary to effectively complete my volunteer assignment. I also agree to notify Senior Services immediately upon learning of any accidental or unauthorized disclosure of PHI or other identifying information.
9. **Abuse/Neglect.** I agree that if I have a reasonable belief that someone receiving services from Senior Services has been intentionally injured, neglected, or exploited, I will immediately notify my volunteer coordinator.
10. **Relationship of the Parties.** I acknowledge that this Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither Party has any power to bind the other Party or to assume or to create any obligation or responsibility on behalf of the other Party or in the other Party’s name. I acknowledge that my role with Senior Services is strictly voluntary, and hereby waive any claim or right to any compensation, including employment benefits, for performance of the any volunteer activities under this Agreement.
11. **Other.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties agree that this Agreement shall be governed by the laws of the State of Georgia, exclusive of its conflict of laws provisions. The Parties agree that any dispute that arises in whole or in part from this Agreement shall be decided exclusively by a court of competent jurisdiction located in Fulton County, Georgia. The parties further agree that in the event any clause or provision of this Agreement 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 Agreement, which shall continue in full force and effect. This Agreement contains all of the terms and conditions agreed upon by the Parties and any prior agreements, promises, or representations, written or oral, not expressly set forth in this Agreement, are of no force and effect. Any amendment or modification to this Agreement must be made in writing and signed by the parties. Any amendment or modification not made in this manner shall have no force or effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND AM EXECUTING IT FREELY AND VOLUNTARILY.

Signature of Volunteer _____ Date _____

Printed Name _____

If the volunteer is under 18 years of age, the volunteer’s parent or legal guardian must sign this agreement on behalf of the minor volunteer. The parent or legal guardian also acknowledges that they have explained the release, its significance and assumption of risk to the minor as well as the rules and policies of Senior Services contained in the volunteer manual.

Parent/Guardian Signature _____ Date _____