

## **VOLUNTEER AGREEMENT AND RELEASE**

In exchange for I Care, Inc.'s ("I Care") agreement to accept the individual named below as a volunteer ("Volunteer"), Volunteer freely and voluntarily agrees to the following Release and Waiver of Liability ("Release") for and on behalf of him or herself and his or her heirs:

**1. Waiver and Release of Legal Claims and Assumption of Risk.**

- a. While volunteering for I Care, Volunteer may participate in activities at I Care, including but not limited to driving, parking, waiting and interacting with senior citizens that may be strenuous or stressful.
- b. Volunteer understands that such activities – as well as potential exposure to COVID-19 during such activities – may be hazardous to Volunteer. Volunteer assumes the risk of any such hazard.
- c. Volunteer releases and indemnifies I Care and its directors, officers, employees, volunteers, agents, successors and assigns (collectively, the "Released Parties") from any and all liability, loss, cost or expense related to I Care activities or to any illness (including but not limited to COVID-19), injury, death, or property loss or damage related to the activities.
- d. Volunteer also understands that the Released Parties do not provide any financial assistance of any kind, including but not limited to automobile, medical, health or disability insurance coverage for any volunteer at I Care.

**2. Medical Treatment.** Volunteer releases and indemnifies the Released Parties from any and all liability, loss, cost or expense arising out of or relating to any first aid or medical treatment rendered in connection with I Care activities.

**3. Valid License, Vehicle and Insurance.** Volunteer agrees that, at all times during I Care activities, (a) Volunteer will hold a valid driver's license with the appropriate level of certification to operate Volunteer's vehicle; (b) Volunteer's vehicle will be in good operating condition; and (c) Volunteer will maintain automobile liability insurance that provides protection against bodily injury and property damage to third parties at appropriate levels of coverage.

**4. Notification of Accident or Injury.** Volunteer agrees promptly to notify I Care of any accidents or injuries that occur during I Care activities, and to cooperate and provide all necessary related information to I Care.

**5. Media Release.** Volunteer transfers to I Care all right, title and interest in any photographic images and video or audio recordings made by or for I Care during Volunteer's participation in I Care activities, including, but not limited to, any payments or other benefits from such photographs or recordings.

**6. Confidentiality.** Volunteer agrees to refrain from repeating to any outside source and to keep confidential all information or records pertaining to I Care's operations, clients, donors, volunteers, or employees obtained during I Care activities, including but not limited to personal information of I Care clients.

**7. Governing Law.** Volunteer expressly agrees 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 will be governed

by and interpreted in accordance with the laws of the state of Georgia. Volunteer agrees that in the event that any portion of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of that portion will not affect the remaining provisions of this Release, which will continue to be enforceable. Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and I Care will be a state or federal court having jurisdiction over Dekalb County, Georgia.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY, AND I UNDERSTAND THAT I AM GIVING UP SPECIFIC LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES, BY SIGNING THIS AGREEMENT.**

**VOLUNTEER**

\_\_\_\_\_  
Signature

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

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