

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

In consideration for the willingness of Scraplanta Inc. ("Organization") to accept the individual signing below ("Volunteer") as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Volunteer does freely, voluntarily and without duress execute the following Release for and on behalf of him or herself and his or her heirs, successors, beneficiaries and assigns:

1. **Organization's Mission:** Organization is a nonprofit corporation whose mission is to promote environmental awareness, education, and artistic expression to the greater Atlanta community through the collection and reuse of materials for arts and crafts.
2. **Waiver and Release.** Volunteer releases, forever discharges, indemnifies, and holds harmless Organization and its directors, officers, employees, volunteers, agents, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Volunteer's activities at Organization ("Activities"), including but not limited to any claim for any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Volunteer also understands that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including but not limited to medical, health or disability insurance coverage for any volunteer.
3. **Activities.** Activities may include but are not limited to lifting items including those over 25 pounds, standing for extended periods of time, handling sharp or hazardous materials, sorting donations, building and moving furniture and other activities consistent with Organization's mission.
4. **Medical Treatment.** Volunteer releases, forever discharges, indemnifies, and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Activities.
5. **Assumption of the Risk.** Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer and inherently dangerous risks, and may lead to harms including but not limited to exposure to allergens, muscle strain, property damage, physical and emotional harm. Volunteer hereby expressly and specifically assumes these risks and all other risks of damage, injury, harm or death in connection with such Activities. In addition to any other risks posed by participating or volunteering with Organization, the individual signing below understands that, despite any safety precautions being taken by Organization, by participating or volunteering with Organization, there is a risk of potential exposure to COVID-19 or any other harmful virus or bacteria, which may result in illness or death. The individual signing below releases, forever discharges, indemnifies and holds harmless Organization and its directors, officers, employees, volunteers, successors and assigns from any and all liability, claim, costs or expense related to such risk.
6. **Transportation Requirements and Release.** Volunteer shall not drive any vehicle in furtherance of Activities unless Volunteer has a valid driver's license and is competent to operate a motor vehicle. If using Volunteer's personal vehicle, Volunteer must have reasonable vehicle insurance. Volunteer releases, forever discharges, indemnifies and hold harmless the Organization from any and all liability, loss, costs or expenses sustained or incurred because (a) Volunteer was injured, died or sustained property loss or damage while being transported by Organization and/or its agents, or (b) because Volunteer was injured, died or sustained property loss or damage, or injured

another person or damaged the property of another person while driving either their own vehicle or Organization's vehicle as part of any Activities.

7. **Media Release.** Volunteer grants and conveys to Organization all right, title and interest in any and all photographic images and video or audio recordings made by or for Organization during Volunteer's participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
8. **Works Made for Hire.** Participant agrees that any Materials (as defined below) created by Participant in the course of performing Activities for Organization are subject to the "Work for Hire" provisions contained in Sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. "Materials" means any copyrightable work of authorship, including without limitation, any drawings, paintings, writings, graphical works, audiovisual works, sound recordings, content and any contribution to such materials. All right, title and interest to copyrights in all Materials which have been or will be prepared by Participant within the scope of participating in Organization's program will be the property of Organization. Participant further agrees that, to the extent the provisions of Title 17 of the United States Code do not vest the copyrights to any Materials in Organization, Participant hereby grants Organization, its legal representatives and assigns, the absolute and perpetual right and permission to copyright and use, re-use, incorporate, publish, and reproduce, in any medium, electronic, print, or otherwise, the Materials and any derivations, modifications or recreations of the Materials in conjunction with the promotion and advertising of Organization or in conjunction with the provision of goods or services by Organization or for any other purpose whatsoever. Participant understands that Participant also may not post to any social media channels or distribute in any way any such Materials without the permission of Organization.
9. **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 without giving effect to its conflict of laws rules. Volunteer agrees that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision 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 Organization will be a state or federal court having jurisdiction over DeKalb County, Georgia.

Participant Signature _____ Printed Name _____

Address _____

Date: _____

If Participant is under 18 years of age, the Release must be signed by a Parent or Legal Guardian:

Parent/Guardian signature _____ Printed Name _____

Address _____

Date: _____