



VOLUNTEER RELEASE AND WAIVER OF LIABILITY



Paint
for Charity



GLOBAL **PAINT** FOR CHARITY

www.GLOBALPAINTS.ORG info@globalpaints.org

Mission: Is to recover leftover paint from businesses and residences, reprocess it and donate it to vulnerable individuals and families in developing countries around the world.

PO BOX 48855, Atlanta GA 30362 | 855-853-7772 | www.globalpaints.org





VOLUNTEER RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This is a Volunteer Release and Waiver of Liability (“**Release**”) executed on the date below by _____ (“**me**” or “**I**”), in favor of Global Paint for Charity, Inc., a nonprofit corporation and its affiliates, and each of their respective members, directors, employees, staff and agents (collectively, together with each person’s successors and assigns, the “**Organization**”). I desire to work as a volunteer for the Organization, and to engage in Activities related to being such a volunteer (the “**Activities**”). I understand that the Activities may include, without limitation: (a) delivering paint and other painting materials, including domestic and international traveling relating thereto; (b) painting; (c) participating in strenuous physical activity; and (d) entry on or into the real property of others to accomplish certain Activities. Any property to which I may have access in my capacity as performing Activities being referred to herein as the “**Property**.”

In consideration of the services performed by the Organization with respect to the Activities, as a condition for me being given the right to perform the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby knowingly, intentionally, purposively, freely, voluntarily, and without duress, on behalf of myself, my heirs, guardians, and legal representatives, as follows:

1. **Release and Waiver.** I hereby FOREVER release, discharge and indemnify the Organization from or against, and covenant not to sue the Organization with respect to, any and all claims, causes of action, liabilities, injuries, damages, penalties, legal or code violations, liens, losses, costs (including amounts paid in settlement) and expenses (including, without limitation, reasonable attorneys’ fees and litigation and settlement costs and expenses) (each a “**Claim**”), which may currently exist or may hereafter arise directly or indirectly from the Activities, and I covenant not to sue the Organization for any Claim.

I SPECIFICALLY UNDERSTAND AND AGREE that this Release FOREVER DISCHARGES the Organization from any and all Claims that I may have against the Organization with respect to any bodily injury, personal injury, illness, death, or property damage or loss that may result, directly or indirectly, from the Activities, whether caused by the negligence of the Organization or otherwise, and in all cases to the fullest extent permitted by applicable law.

I acknowledge that the Organization does not, by anything contained herein or otherwise: (a) owe any duty of care to keep the Property safe for entry or use by me or to give any warning of a dangerous condition, use, structure or activity on the Property, (b) extend any assurance that the Property is safe for any purpose, (c) confer upon me the legal status of an invitee or licensee to whom a duty of care is owed, or (d) assume any responsibility for or incur liability for any Claim I may incur. I hereby expressly acknowledge and agree that use of the Property is "at my own risk," and the Organization shall not be liable for injury to, or death of,

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any person or damage to property arising from or connected with any acts of (or any failure to act by) the Organization and any invitee, including, specifically, but without limitation, me. The Organization has not made and is not making and hereby specifically disclaims any warranties, representations or guarantees of any kind or character, express or implied (or arising by operation of law), with respect to or in any way related to or concerning the Property or its condition or the safety thereof.

I hereby expressly acknowledge and agree that entry onto the Property is and shall be at my own risk and expense, and I hereby waive and release the Organization from, any and all rights and claims I otherwise might have against the Organization in connection with or arising out of this Release, or the Activities. I agree not to take any action, legal or otherwise, against the Organization for any reason or under any circumstances in connection with this Release, the Activities or any entry onto the Property.

I also understand that the Organization does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to me, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, or other claim or loss, and I agree not to request any such financial or other assistance.

2. Indemnity; Property Care. I hereby agree to indemnify, defend, assume all liability for, and hold harmless the Organization from, for and against any and all Claims (as the same may be incurred by the Organization), of any nature or description whatsoever, and any injury to person or loss of life or property damage, in any way caused by, arising out of, resulting from, or in any way connected with, my performance of the Activities or entry onto the Property. In addition to my access to the Property, I understand that I shall be entrusted with the use and operation of the Organization's personal property and equipment. I shall avoid, but in any event shall be fully responsible for, any damage to the Property and all personal property and equipment associated with the Activities. I agree not to remove any of the Organization's personal property or equipment from the Property at which I will use the same in the conduct of the Activities, and acknowledge and agree that title to any such personal property shall remain with the Organization at all times and I shall have no right, title or interest therein.

3. Medical Treatment. I hereby FOREVER release, discharge and indemnify the Organization from or against, and covenant not to sue the Organization with respect to, any and all Claims whatsoever which currently exist or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with my Activities with the Organization.

4. Assumption of Risk. I SPECIFICALLY UNDERSTAND AND AGREE that the Activities include work and other activities that may be hazardous to me, including but not limited to, providing transportation and engaging in physical activities. I hereby expressly, specifically, knowingly, intentionally, purposively, personally, and solely assume all risk of injury or harm that may result, directly or indirectly, from, during, or with respect to the Activities, and FOREVER release, discharge and indemnify the Organization from or against, and covenant not to sue the Organization with respect to, any Claims for injury, illness, death, or property damage or loss resulting from or with respect to the Activities.





5. **Insurance.** I understand that, except as otherwise agreed to by the Organization in writing, the Organization does not carry or maintain health, medical, or disability insurance coverage for any volunteer, including me. I am expected and encouraged to obtain medical or health insurance coverage.

6. **Rights to Images.** I hereby grant and convey unto the Organization all right, title and interest in any and all photographic images and video or audio recordings made by me during my Activities with the Organization.

7. **Laws, Rules and Regulations.** I shall strictly observe and comply with all applicable local, state and federal laws, rules, regulations, codes and ordinances. Additionally, I shall strictly observe and comply with any rules and regulations of the Organization, upon written or verbal notice of same. I understand that engaging in political activity could jeopardize the Organization's eligibility as a not-for-profit corporation organized under Section 501(c)(3) of the Internal Revenue Code and, as such, agree to refrain from engaging in any political activity (other than reading editorials or news reports that are either unbiased or provide for both sides of any particular issue, in each case solely as part of Activities approved by the Organization).

8. **Minors (if applicable).** An invitee under the age of 18 (a "minor") is permitted on the Property to engage in the Activities only if: (a) the minor is brought by me and I am a direct relative of such minor, (b) the minor stays in my physical contact and close proximity at all times while on the Property while conducting the Activities, and (c) a custodial parent or other legal guardian (other than the accompanying invitee) signs a release and indemnity agreement for and on behalf of such minor prior to any entry onto the Property to engage in the Activities.

9. **Right to Update.** I understand that the Organization reserves the right to amend the terms of this Release and the Volunteer Materials, which amendments shall be provided to me at the time of any such update. My continued participation in any Activity after the amendment of any provision of any Volunteer Material or this Release shall constitute my acceptance of the same, as amended.

10. **Other.** 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 all other applicable laws, rules, and regulations wherever found, and that this Release shall be governed by and interpreted in accordance with the internal laws of the State of Georgia, without regard to conflicts of laws. Jurisdiction and venue for any actions with respect to this Release shall only be had in a tribunal of competent jurisdiction in Fulton County, State of Georgia, United States of America. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any tribunal of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be fully enforceable.

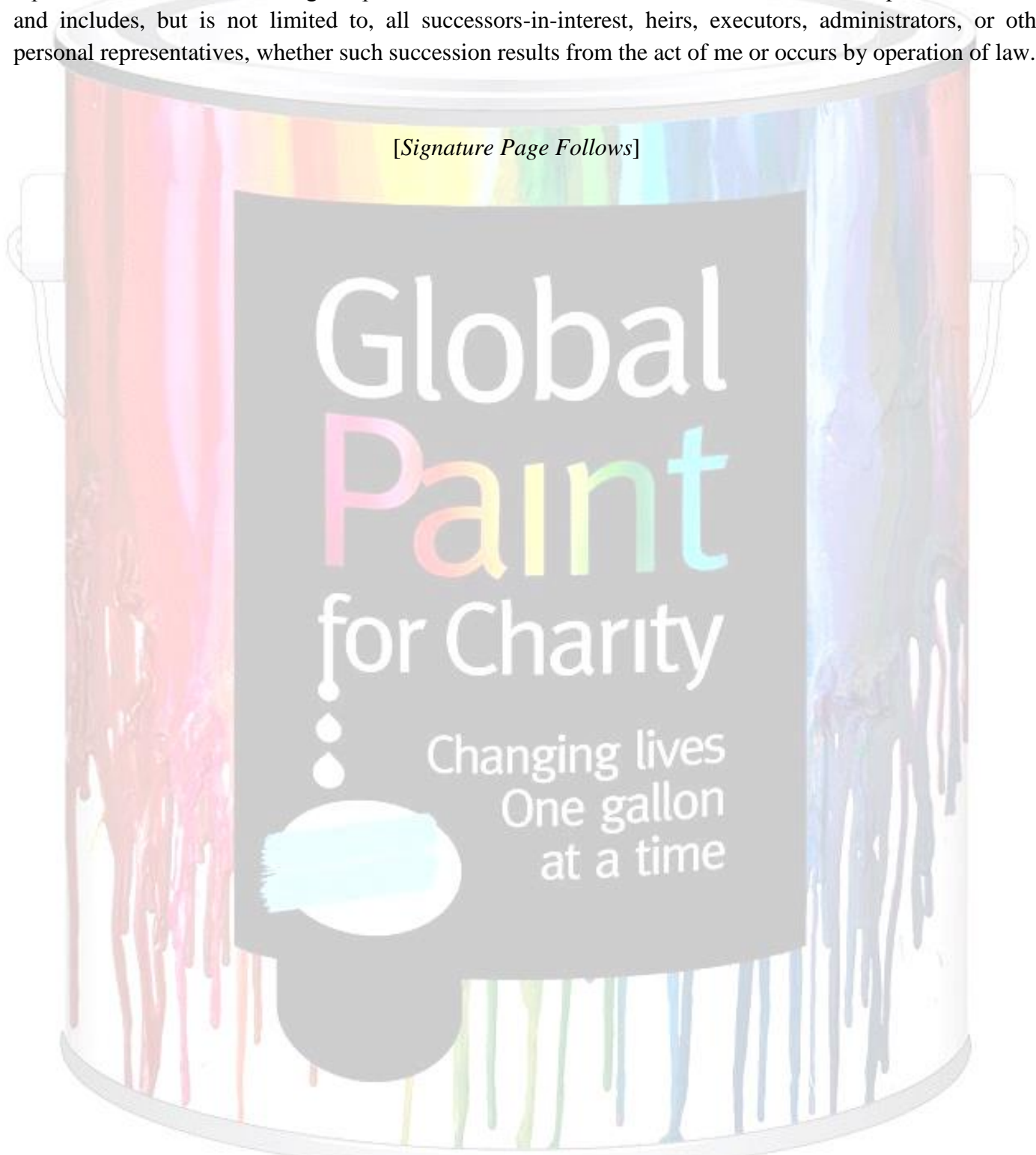
I may not assign any rights in or with respect to this Release. I may not delegate any duties in or with respect to this Release. Each and every provision of this Release shall bind me AND my legal





representatives. The term “legal representatives” is used in this Release in its broadest possible meaning and includes, but is not limited to, all successors-in-interest, heirs, executors, administrators, or other personal representatives, whether such succession results from the act of me or occurs by operation of law.

[Signature Page Follows]



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I SPECIFICALLY ACKNOWLEDGE THAT I PERSONALLY HAVE READ THE PREVIOUS PARAGRAPHS, AND I KNOW, UNDERSTAND, AND APPRECIATE THE RISKS THAT ARE INHERENT IN THE ACTIVITIES I WILL UNDERTAKE AS A VOLUNTEER. I UNDERSTAND THAT I AM PERMANENTLY GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I FURTHER ACKNOWLEDGE THAT I HAVE HAD AND TAKEN ADEQUATE ADVANTAGE OF THE OPPORTUNITY TO REVIEW THIS INSTRUMENT WITH COUNSEL OF MY CHOOSING, AND THAT I KNOWINGLY, INTENTIONALLY, AND PURPOSIVELY EXECUTE THIS INSTRUMENT FOLLOWING SUCH COUNSEL.

Volunteer's Signature: _____ Date: _____

Print Name: _____

Complete Address: _____

City: _____ State: _____ Zip Code: _____ Home Phone: _____

Witness Signature: _____

Print Name: _____

If the above undersigned is a "minor", this release and indemnity must also be signed by a custodial parent or legal guardian of the minor. I represent that I am a custodial parent or legal guardian of the minor, consent to the minor's participation in the Activities on the Property pursuant to the terms set forth above, and agree to the terms set forth above.

Signature of custodial parent or legal guardian

