

# RELEASE AND WAIVER OF LIABILITY – 2021

032921



Square Foot  
Ministry

Volunteer's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_

Group/Church \_\_\_\_\_

This release and waiver of liability (the "Release") is made and entered into effective the \_\_\_\_\_, day of \_\_\_\_\_, 2021 for good and valuable consideration and the willingness of Square Foot Ministry, Inc., and its partner organizations, directors, officers, employees, volunteers and agents (collectively, "Square Foot Ministry") to accept the individual signing below ("Volunteer") as a volunteer. The Volunteer desires to work for Square Foot Ministry and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, but not limited to, constructing and rehabilitating residential buildings, working in Square Foot Ministry offices and living in housing provided for Volunteers of Square Foot Ministry. The Volunteer does hereby freely, voluntarily and without duress, execute this Release under the following terms for and on behalf of himself or herself and his or her heirs, successors, beneficiaries and assigns:

**1. Waiver and Release.** The Volunteer hereby releases, forever discharges, indemnifies and hold harmless Square Foot Ministry and its 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, including but not limited to any first aid, medical treatment or service rendered in connection with the Activities. The Volunteer understands and acknowledges that this Release discharges the Released Parties from any liability or claim that the Volunteer may have against the Released Parties with respect to 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 the Released Parties. The Volunteer understands that, except as otherwise agreed to by the Released Parties in writing, Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance for any Volunteer.

**2. Assumption of the Risk.** Volunteer understands and acknowledges that the Activities may involve hazardous work and inherently dangerous risks, including, but not limited to, construction, loading and unloading, working with tools, saws or heavy equipment, maintenance work and transportation to and from the work sites. The Volunteer hereby expressly and specifically assumes the risk of injury, illness or harm in these Activities and releases the Released Parties from all liability for injury, illness, death or property damage resulting from the Activities.

**3. COVID-19 Waiver and Release.** Volunteer understands that by volunteering with Square Foot Ministry, there is a risk of potential exposure to COVID-19 or any other harmful virus or bacteria, including but not limited to potential exposure to employees, volunteers or other individuals who may be infected with COVID-19, which may result in illness or death. Volunteer releases, forever discharges, indemnifies and holds harmless the Released Parties from any and all liability, claim, costs or expense related to such risk.

**4. Fitness to Participate.** The Volunteer acknowledges that the Volunteer does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Volunteer from participating in the Activities.

**5. Insurance.** The Volunteer understands that, except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.

**6. Media Release.** Volunteer does hereby grant and convey to Square Foot Ministry all right, title and interest in any and all photographic images and video or audio recordings made by or for Square Foot Ministry during the Volunteer's participation in the Activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**7. Consent to Treatment of a Minor.** The undersigned parent or guardian of named volunteer, a minor, hereby authorizes adult leaders of the group or the staff of Square Foot Ministry, as agents for the undersigned, to consent to any emergency care, including, but not limited to, examinations, x-rays, anesthetics, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by a qualified physician or local hospital. The undersigned assumes responsibility for fees resulting from such an emergency.

**8. Term.** This Release shall remain in effect beginning on the date of execution of Release until the execution of a new Release and Waiver of Liability by the Volunteer or until revoked in writing.

**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 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 the sole and exclusive jurisdiction and venue for litigation between Volunteer and Released Parties will be a state or federal court having jurisdiction over Fayette County, Georgia. Volunteer agrees that in the event that any clause or provision of this Release is held to be unenforceable, the remaining provisions of this Release shall remain in full force and effect.

**IN WITNESS WHEREOF,** Volunteer has executed this Release as of the day and year first above written.

Volunteer Signature \_\_\_\_\_

Parent or Guardian's Signature \_\_\_\_\_  
[Required if volunteer is a minor]

Address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

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