



VOLUNTEER ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

I, _____, hereby agree to be a volunteer for Off the Chain USA, Inc., a Georgia nonprofit corporation. I hereby agree to comply with all of the policies, rules, and regulations which may be established from time to time by Off the Chain USA, Inc. and I understand that the failure to do so may result in my immediate removal as a volunteer. I acknowledge and agree that my services are being provided on a strictly volunteer basis, without promise of compensation of any kind.

I hereby affirm and acknowledge that I fully understand the hazards and risks associated with the handling of animals (e.g., dogs) and performing other volunteer tasks, including, without limitation, outdoor manual labor activities in which I am about to engage on behalf of Off the Chain USA, Inc. as a volunteer (collectively, the "Volunteer Activities"). I acknowledge that there are certain inherent risks and hazards associated with the Volunteer Activities that cannot be eliminated.

The inherent risks and hazards include but are not limited to: (1) minor injuries such as scratches, bites, cuts, bruises and strains; (2) major injuries such as bites, injuries to the eyes, loss of sight, joint injuries, back injuries, broken bones, heart attacks, concussions and other head injuries, paralysis and even death; (3) injuries or illnesses sustained from either plants or animals, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals; (4) injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees, decks, walkways or bridges, or from misjudging trails or other terrain that induces slipping, falling, colliding or otherwise; (5) injuries from hypothermia, heat stroke, dehydration from exposure to the elements, such as rain, cold, excessive heat or the weather in general; (6) physical and monetary injuries due to my own personal negligence or the negligence of others; and/or (7) accidents, injuries, or illnesses occurring in remote locations where no immediate medical attention is available (hereinafter all of these risks and potential injuries are the "Risks").

I understand that the description of these Risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, or even death.

I HEREBY ASSUME ALL RISK AND DANGER AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES TO PERSON OR PROPERTY THAT MAY RESULT FROM MY PARTICIPATION IN THE VOLUNTEER ACTIVITIES.

In consideration for being permitted to participate in the Volunteer Activities, I, on behalf of myself and my respective heirs, personal representatives, and assigns, do hereby agree and acknowledge as follows:

1. **RELEASE/WAIVER:** I do **HEREBY RELEASE, WAIVE AND DISCHARGE** Off the Chain USA, Inc. and its officers, directors, managers, employees, representatives, agents, volunteers, and independent contractors (collectively, the "Released Parties"), from any and all liability associated with or related to my participation in the Volunteer Activities and agree **NOT TO SUE** the Released Parties for any reason resulting from or associated with my participation in the Volunteer Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Volunteer Activities.

2. **INDEMNITY/HOLD HARMLESS:** I agree to **INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims, causes of actions, lawsuits, arbitrations, or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against the Released Parties as a result of my participation in the Volunteer Activities.

3. **MEDICAL CARE:** In the event of an emergency, I authorize the Released Parties to secure from any licensed hospital physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

4. **LEGAL RIGHTS:** I have the legal capacity to bind myself and understand and acknowledge to the Released Parties that I am

surrendering valuable legal rights in this agreement. I agree that I have been informed of my right to consult with and retain an attorney for this matter. I further agree I have been informed that I am not required to agree to or execute any document without the advice of an attorney.

5. **COPYRIGHT AND REPRODUCTION:** As further consideration for being permitted to participate in the Volunteer Activities, I agree that all copyrights and/or intellectual property rights for all photographs taken in connection with my participation in the Volunteer Activities shall belong to Off the Chain USA, Inc., and expressly and irrevocably authorize Off the Chain USA, Inc. to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. I further waive any right to inspect or approve of the finished product wherein my likeness may appear, and I acknowledge that I have no right to any royalties or other compensation arising or related to the use of the photos.

6. **SEVERABILITY:** I understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to Released Parties as permitted by the applicable law.

THE UNDERSIGNED, ON BEHALF OF MYSELF AND MY RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HAVE READ THE ABOVE VOLUNTEER ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY AND INTENDING TO BE LEGALLY BOUND.

Signature: _____ **Date:** _____

Contact Information:

Full Name (first and last): _____

Address/City/Zip: _____

Email: _____ Phone: _____

Emergency Contact Information:

Full Name (first and last): _____

Phone: _____

If Volunteer is a minor, signature of a parent or guardian is required below:

In consideration of the below-named minor child being permitted to participate in the Volunteer Activities, I accept and agree that the full contents of the volunteer assumption of risk, release of liability, waiver of claims, and indemnity agreement shall be applicable to the minor child. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding the Volunteer Activities.

Minor Child Name (Printed): _____

Parent/Guardian Name (Printed): _____

Relationship to Minor: _____

Parent/Guardian Signature: _____ Date: _____