

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 this date, _____, by _____ (the “**Volunteer**”), in favor of **GOOD SAMARITAN HEALTH CENTER OF GWINNETT**, a nonprofit corporation, its members, employees, and agents (collectively known as “the Organization”). The Volunteer desires to work as a volunteer for sponsoring agencies working with the Organization, and to engage in Activities related to being such a volunteer (the “Activities”).

In consideration of the services performed by the Organization with respect to the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Volunteer hereby knowingly, intentionally, purposively, freely, voluntarily, and without duress executes this Release under the terms below:

1. **Release and Waiver.** Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue the Organization, its members, officers, directors, staff, agents, successors, and assigns from, against, or with respect to any and all liability, claims, or demands of any kind or nature whatsoever, whether at law, in equity, or otherwise, which arise or may hereafter arise directly or indirectly from the Activities.

Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that this Release FOREVER DISCHARGES the Organization, its members, officers, directors, staff, agents, successors, and assigns from any and all liability or claim that the Volunteer may have against the Organization, its members, officers, directors, staff, agents, successors, and assigns, 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, its members, employees, or agents, or otherwise, and in all cases to the fullest extent permitted by applicable law.

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

2. **Medical Treatment.** Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defends, exonerate, and covenant not to sue the Organization, its members, officers, directors, staff, agents, successors, and assigns from any and all liability or claim whatsoever which arises or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with the Volunteer’s Activities with sponsoring agencies working with the Organization.

3. **Assumption of Risk.** The Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that the Activities include work and other activities that may be hazardous to the Volunteer, including, but not limited to, perform a variety of **HEALTH CARE RELATED OR ADMINISTRATIVE** services. The Volunteer hereby expressly, specifically, knowingly, intentionally, purposively, personally, and solely assumes all risk of injury or harm that may result, directly or indirectly, from, during, or with respect to the Activities, and FOREVER releases, discharges, indemnifies, holds harmless, defends, exonerates, and covenants not to sue the Organization, its members, officers, directors, staff, agents, successors, and assigns

from all liability or claim for injury, illness, death, or property damage or loss resulting from or with respect to the Activities.

4. **Other.** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, United States of America, 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, United States of America. Jurisdiction and venue for any actions with respect to this Release shall only be had in a tribunal of competent jurisdiction in Gwinnett County, State of Georgia, United States of America. Volunteer agrees 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.

The Volunteer may not assign any rights in or with respect to this Release. The Volunteer may not delegate any duties in or with respect to this Release. Each and every provision of this Release shall bind and Volunteer AND his or her 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 the Volunteer or occurs by operation of law.

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: _____ **Date:** _____

Print Name: _____