

## ATLANTA CLASSICAL ACADEMY VOLUNTEER WAIVER/RELEASE FORM

We greatly appreciate your assistance and commitment to Northside Education, Inc. d/b/a Atlanta Classical Academy, a non-profit corporation ("ACA"). This is an annual form where you agree to release ACA of all liability while performing volunteer work for the school ("Release"). By signing this release, you, on behalf of yourself and your legal representatives, hereby freely, voluntarily, and without duress agree to the following terms:

1. I desire to work as a volunteer for ACA and engage in the activities related to being a volunteer ("Activities"). I understand that the Activities may include but not be limited to the supervision, education and mentoring of participants of the ACA's various programs, as well as physical labor, operating personal motor vehicles and other support and volunteer work on behalf of ACA.
2. I release and forever discharge and hold harmless ACA, its directors, officers, employees, agents, successors and assigns ("Released Parties") from any and all liability, claims, actions and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities. I understand that this Release discharges the Released Parties from any liability or claim that I may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Activities, and including but not limited to any such claims which might arise in whole or in part from any negligent act or omission by the Released Parties.
3. I covenant not to institute or assist in, and hereby instruct my legal representatives not to institute or assist in, any suit or action against the Released Parties in connection with any liability, claim, action, proceeding or demand waived or released by the preceding paragraph.
4. I understand that the Released Parties does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance in the event of injury, illness or other claim of loss.
5. I hereby release and forever discharge the Released Parties from any claim which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activities. I authorize any emergency medical teams or any licensed physician or other medical professional to administer medical attention to me as required. In the event of a more serious injury requiring emergency treatment, I authorize such personnel to see that I am transported and treated at the nearest medical facility. I acknowledge that such treatment is my full financial responsibility.
6. I understand that the Activities include work that may be hazardous to me, including, but not limited to, physical activity, labor, and transportation to and from work sites. I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for injury, illness, death or property damage resulting from the Activities.
7. I understand that, except as otherwise agreed to by ACA in writing, ACA does not carry or maintain health, medical or disability insurance for any volunteer. I also understand that workers compensation is not applicable. **I understand that I am expected and encouraged to obtain my own medical or health insurance coverage.**
8. I acknowledge that during the Activities, I might have access to, or be exposed to, confidential information of ACA which may include, but not be limited to: social security numbers, addresses, telephone numbers, files, correspondence, health or personal information. Generally speaking, all information that is not publicly available or in the public domain is considered "confidential." I acknowledge that disclosure of such information could cause irreparable harm or damage to ACA or its students and expose ACA to penalties under state or federal law, including but not limited to the Family

Educational Rights and Privacy Act, 20 U.S.C. § 1232g. I agree that I will keep confidential and not disclose any information acquired by me from ACA during the Activities.

9. I acknowledge that ACA will conduct the same background investigation for volunteers as is conducted for all individuals that may have direct contact with students, and/or access to confidential information or key areas. I therefore authorize ACA to conduct a background screen as necessary. ACA will cover the assessed background fees.
10. I hereby grant and convey to ACA all rights, title and interest in any and all photographic images and video or audio recordings made by ACA during the Activities, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings
11. I expressly agree that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that this Release shall be governed and interpreted in accordance with the laws of the State of Georgia. I agree 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 such clause or provision shall not otherwise affect the remaining provisions of this release which shall continue to be enforceable. 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.

**I ACKNOWLEDGE THAT I HAVE READ EACH OF 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 THE RELEASED PARTIES IDENTIFIED ABOVE. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I FURTHER ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THIS INSTRUMENT WITH COUNSEL OF MY CHOOSING, AND THAT I KNOWINGLY, INTENTIONALLY, AND PURPOSIVELY EXECUTE THIS INSTRUMENT FOLLOWING SUCH COUNSEL.**

Signature of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Legal Name of Volunteer: \_\_\_\_\_

Volunteer Address: \_\_\_\_\_

Volunteer Phone Number: \_\_\_\_\_

Volunteer Email: \_\_\_\_\_

**\*\*\*\*If the volunteer is under the age of 18, a parent or legal guardian must sign\*\*\*\*:**

Parent Signature \_\_\_\_\_

**In Case of Emergency, please contact:**

Name: \_\_\_\_\_

Relation: \_\_\_\_\_

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

Phone: \_\_\_\_\_