

**THE SHINE COMMUNITY ("TSC")
A MINISTRY OF ESTHER MISSION, INC. ("EMI")
VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed as of _____ [DATE] by _____ [PRINT NAME] ("I" or "me") in favor of THE SHINE COMMUNITY, a ministry of Esther Mission, Inc., a not-for-profit corporation organized and existing under the laws of the State of Georgia, and its directors, officers, employees, volunteers, members, participants and agents (collectively, "**TSCEMI**").

I desire to volunteer for TSCEMI and engage in activities related to being its volunteer (the "**Activities**"). I understand that the Activities may include, but are not limited to, working with or around, equipment related to sports and games, supplies for arts and crafts, job training raw materials and equipment such as plants, chemicals, atmospheric changes, kitchen tools, machinery, equipment and various foods. I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks as well as other natural or manmade object, which may be dangerous to all persons present on the property. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury or death, harm, loss or property damage that I may incur as a result of my participation in the Activities.

2. Medical Treatment. I hereby give consent and authority to TSCEMI to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless TSCEMI from any claim whatsoever in connection with such treatment or other medical services.

3. Release and Waiver. I hereby fully and forever release and discharge TSCEMI from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I covenant not to make or bring any such claim or demand against TSCEMI, and fully and forever release and discharge TSCEMI from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES TSCEMI FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST TSCEMI WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF TSCEMI OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT TSCEMI DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that TSCEMI does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of TSCEMI in the event of any injury or medical expense.

5. Indemnification. **I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TSCEMI FROM ANY AND ALL LIABILITY, LOSSES, DAMAGES, JUDGMENTS, OR EXPENSES, INCLUDING ATTORNEYS' FEES, THAT IT MAY INCUR OR SUSTAIN AS A RESULT OF MY, MY GUESTS, MY CHILDREN'S AND MY AGENTS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES, ARISING OUT OF ANY THIRD-PARTY CLAIM. I FURTHER AGREE, THAT IN THE EVENT ANY SUIT OR CLAIM IS INSTITUTED AGAINST TSCEMI BY OR THROUGH ME ARISING IN ANY WAY FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACT OR OMISSION OF ANY TSCEMI, I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TSCEMI FROM ALL LIABILITY IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS INVOLVED IN CONNECTION WITH THE DEFENSE OF SUCH ACTION.**

6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by TSCEMI for internal and/or promotional use. I hereby grant and convey to TSCEMI all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to TSCEMI's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission. I acknowledge that I will not be paid for granting us any of the above rights and that TSCEMI retains editorial control.

7. Confidentiality. I understand that all information, both written and verbal, regarding artisans at TSCEMI and confidential business matters shall be held in strict confidence at all times. I understand that a breach of confidentiality is grounds for dismissal and may also result in legal prosecution.

8. Miscellaneous. I hereby agree that this Release represents the full understanding between TSCEMI and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of TSCEMI and me and our respective heirs, executors,

administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

9. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia, without reference to any choice of law doctrine.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TSCEMI. I AM AWARE OF ITS LEGAL CONSEQUENCES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE TSCEMI. I HAVE SIGNED FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT, AND NO ASSURANCE OR GUARANTEE HAS BEEN MADE TO ME. I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL LEGAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I FURTHER AGREE THAT THIS IS A PERMANENT LIABILITY RELEASE, WAIVER, AND DISCHARGE OF ME, MY HEIRS, MY FAMILY MEMBERS, DISTRIBUTES, GUARDIANS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, AND INDEMNITY AGREEMENT. IT SHALL BE CONSIDERED A CONTINUING RELEASE AND INDEMNITY AGREEMENT, EFFECTIVE FOR CURRENT AND ALL FUTURE TO THE PROPERTY.

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Address: _____

Email: _____

Date: _____

If the volunteer is under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize TSCEMI to obtain medical treatment for such minor and release it from liability in accordance with Section 2 of this Release.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Address: _____

Email: _____

Date: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone _____ Number: _____

Email: _____

Any allergies, medications, or other information needed in an emergency: _____

Background Inquiry Agreement

Due to the nature of the disabilities of the members and participants at TSCEMI, it is our policy to provide a safe and secure environment. For this reason, we ask that you complete the questions below. By signing this statement, you agree to the investigation of any and all statements included in this form and declare that they are true and complete. Further, you understand background investigations will be conducted and that any misrepresentation, falsification or willful omission of information contained on this form shall be sufficient reason for refusal of your volunteer services.

Name (please print): _____

SS#: _____ Signature: _____

Driver's License # & State: _____ DOB: _____

Email Address: _____

Employer: _____ Job title: _____

Have you ever been convicted of a criminal offense other than a minor traffic violation?

YES NO (circle one)

If yes, please explain: _____

Have you ever participated in, been accused or convicted of, or pleaded guilty or no contest to any abuse, harassment or sexual misconduct?

YES NO (circle one)

If yes, please explain: _____
