**VOLUNTEER Agreement and Waiver of Rights and Release of LIABILITY**

THIS VOLUNTEER AGREEMENT and WAiver of Rights and RElease of Liability (“Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between New American Pathways, a Georgia nonprofit corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Volunteer”). As a condition precedent to performing volunteer work with New American Pathways, the Volunteer agrees as follows:

**Volunteer Program**. New American Pathways’ Volunteer Program includes, but is not limited to, providing administrative support, after-school tutoring, apartment set-up, sorting donations, civics tutoring, assisting clients in shopping from New American Pathways’ clothing closet, employment coaching, family support, front office greeting, language interpretation, MARTA mentoring, and providing transportation to clients. I will follow all New American Pathways procedures and rules for volunteers, including safety procedures, and will follow the direction of any New American Pathways director, lead employee, or lead volunteer with respect to carrying out my assigned volunteer tasks. If I fail to follow procedures and rules for volunteers or instructions of New American Pathways, I understand that at any time New American Pathways can require me to stop performing any and all volunteer tasks on behalf of New American Pathways.

**Unpaid Voluntary Participation.** I acknowledge that I am voluntarily participating in New American Pathways’ Volunteer Program at my own request and risk. I will participate in the Volunteer Program with other unpaid volunteers and understand that I am not an employee of New American Pathways. I further understand that, as an unpaid volunteer, I will not be paid for or given any other type of consideration or benefit for my services; I will not be covered by any medical or other insurance coverage provided by New American Pathways; and unpaid volunteers, including me, are not eligible for any Worker’s Compensation benefits.

I further understand that I may discontinue performing these volunteer services at any time. I also understand that New American Pathways reserves the right at any time and without prior notice to require me to stop performing any and all volunteer tasks on behalf of New American Pathways.

**Inherent Risks**. I understand that my participation as a volunteer in New American Pathways’ volunteer program involves inherent risks of, and exposure to, property damage and/or bodily or personal injury, including injury that may prove fatal to me or to others.

**Assumption of Risk and Release of Liability.** In consideration for the opportunity to participate in New American Pathways’ Volunteer Program, I hereby agree to assume liability for any and all risks, foreseen and unforeseen, whether occurring through recklessness or negligence, including property damage and bodily or personal injury, to myself or any third parties associated with my participation in New American Pathway’s Volunteer Program. **I further hereby waive, release, forever discharge, hold harmless, covenant not to sue, and indemnify New American Pathways, as well as New American Pathways’ members directors, officers, agents, employees, volunteers, and their successors and affiliated entities from any and all liability, claims, damages, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, any other damage, or the consequences thereof, resulting from or connected with my participation in New American Pathways’ Volunteer Program.**

**Medical Care**. If I am injured while participating in New American Pathways’ Volunteer Program, I authorize any physician or surgeon licensed in the State of Georgia to perform emergency medical treatment on my behalf as is, in his or her sole judgment, necessary. I further authorize New American Pathways or its representatives to perform emergency first aid or emergency transportation on my behalf to the best of their ability. I agree to accept all financial responsibility for any such medical treatment and/or transportation.

**At Least Eighteen Years of Age and Competent**. I am at least eighteen (18) years of age and legally competent to sign this Agreement or, if I am under 18 years of age, my parent or legal guardian will sign this agreement for me. I understand that the terms herein are contractual and not a mere recital, and that this instrument is legally binding.

**Choice of Law and Forum**. This Agreement shall be governed by the laws of the State of Georgia. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be in a state or federal court having jurisdiction over DeKalb County, Georgia.

**Severability**. In the event that any portion of this Agreement is deemed invalid, the remaining portions shall remain in full force and effect.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS Agreement BY READING IT OR HAVING IT READ TO ME BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS, ASSIGNS, AND SUCCESSORS.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

Volunteer Signature/Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer Name (Please Print)

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Address/City/State/Zip (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address (Please Print)