



## Acknowledgement and Waiver of Liability Form

One life at a time.

Thank you for considering giving your time and effort to volunteer with StandUp for Kids by directly working with homeless youth through the age of 24, as well as young people at risk of homelessness! Across the country, we serve youth directly through core services such as Street Outreach, Outreach Centers, Mentoring, and Housing Support, in addition to other service roles and services to which you may be invited to serve.

StandUp for Kids takes every effort to minimize risks and maximize the safety of our volunteers. Volunteers receive training before they are ever sent to interact with youth. On street outreach, for example, volunteers are sent out in groups of no less than two, and every group has at least one experienced volunteer. In addition, volunteers on street outreach and in other activities as directed by program leadership, are asked to wear a StandUp for Kids t-shirt, hat, sweatshirt or other apparel item to identify themselves as StandUp for Kids volunteers. We have found that our clothing has become well recognized with us, and we believe that this recognition has increased the level of safety for our volunteers while they are conducting service. Precautionary steps such as these, of course, can only help minimize the risks; they cannot eliminate those risks altogether. This is why, as a volunteer, we ask you, on behalf of yourself and your family, personal representatives, heirs, successors, assigns, executors, administrators, agents and anyone else claiming any interest through you, or on your behalf, (the foregoing parties, individually and collectively, hereinafter referred to as, the "Releasing Persons") to hereby knowingly, intentionally and voluntarily agree as follows:

(1) You fully understand that risks and dangers exist in your participation in StandUp for Kids as a volunteer. These risks and dangers, which may arise from foreseeable or unforeseeable causes, may result in property damage or bodily injury; and they may be caused by the negligence of the employees, officers, sponsors, affiliates, volunteers or agents of StandUp for Kids; and also the negligence of the participants, the negligence of others, the forces of nature or other elements. You hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence of the employees, officers, sponsors, affiliates, volunteers or agents of StandUp for Kids or by any other person.

(2) Coronavirus disease 2019 ("Covid-19") is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (the "Coronavirus"). As of September 1 2020, more than 25 million cases have been reported worldwide, resulting in more than 848,000 deaths. Coronavirus is highly infectious, and can spread from person to person. Additional information regarding Covid-19 can be obtained at the websites of the U.S. Center for Disease Control, or the World Health Organization. Participation in Stand Up for Kids programs and events carries the risk that participants will be exposed to the Coronavirus, which can result in the exposed person developing Covid-19. Persons who develop Covid-19 can become seriously ill, develop a permanent disability, or even in some cases die. Stand Up for Kids wants you to understand that due to the Covid-19 pandemic, participation in the Stand Up for Kids programs and events involves SOME LEVEL OF RISK OF EXPOSURE TO INFECTIOUS DISEASES, SUCH AS COVID-19. Stand Up for Kids is endeavoring to provide opportunities to participate in Stand Up for Kids programs and events, but wants you to understand that while some of the risks associated with communicable viruses and infectious diseases (including but not limited to exposure to the Coronavirus that causes Covid-19) can be reduced, the very nature of the social (or person to person) aspect of Stand Up for Kids programs and events, makes it impossible to eliminate all of the potential infectious disease risks (including but not limited to your potential exposure to the Coronavirus that causes Covid-19). Thus, if you choose to participate in Stand Up for Kids programs and events, there is no guaranty that your doing so will not result in your being exposed to communicable viruses and infectious diseases. As such, participation in Stand Up for Kids programs and events involves some risk of developing infectious diseases, such as Covid-19.

(3) You, on behalf of yourself and the Releasing Parties, hereby voluntarily agree to release, waive, discharge, defend, indemnify, and agree to hold harmless StandUp for Kids, and each of its parents, affiliates, volunteers, subsidiaries, related corporations, joint ventures, partnerships, managers, employees, directors, officers, sponsors, agents, members, attorneys, contractors, subsidiaries, successors, assigns, servants, heirs, executors, administrators and predecessors (the "Released Parties") from any against all actions, causes of action, claims (including, without limitation, claims for indemnification, personal injury, property damage, wrongful death and loss of service), liabilities, attorneys' fees, losses of any kind, injuries, suits, debts, damages, judgments and demands whatsoever, in law or in equity, whether normal, special, consequential, punitive or otherwise, arising out of or related to your participation in StandUp for Kids.

By signing this waiver, it is your intent to release, waive, and indemnify all of the released parties from any liability in connection with your participation in Stand Up for Kids (including, but not limited to the negligence of the released parties as well as all infectious disease risks) and to personally assume all risk of injury, death, or property damage.

(4) You agree that this release is intended to be as broad and inclusive as permitted by the laws of the state where the organization is headquartered (Georgia). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("Related Proceedings") shall be instituted in (i) the federal courts of the United States of America located in the State of Georgia or (ii) the courts of the State of Georgia (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a "Related Judgment"), as to which such jurisdiction is non- exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

(5) You certify that you currently have no known mental or physical condition that would impair your capability for full participation as intended or expected of you. You also certify that you are of lawful age and legally competent to sign this Waiver or that you have acquired the written consent (below) of your parent or guardian.

(6) You understand that the terms herein are contractual and not mere recitals and that you have signed this waiver voluntarily and of your own free act. If any part of this waiver is held unenforceable, such part shall be stricken and the remainder of this waiver shall continue in full force and effect.

We look forward to having you join us in a most rewarding experience!

**Prospective Volunteer**

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Signature

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Date

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Printed Name

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Age

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Street Address

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Email Address

9.17.20

**If You Are a Minor**

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Parent or Legal Guardian's Signature

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Date

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Printed Name

**StandUp for Kids Witness**

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Witness's Signature

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Date

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Printed Name