

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

In consideration for the willingness of Second Helpings Atlanta, Inc. ("Second Helpings") to accept the individual signing below ("Volunteer") as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Volunteer does freely, voluntarily and without duress execute the following Release for and on behalf of him or herself and his or her heirs, successors, beneficiaries and assigns:

- 1. Waiver and Release.** Volunteer releases, forever discharges, indemnifies, and holds harmless Second Helpings and its directors, officers, employees, volunteers, agents, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Volunteer's activities at Second Helpings ("Activities"), including but not limited to any claim for any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Volunteer also understands that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including but not limited to medical, health or disability insurance coverage for any volunteer.

In addition to any other risks posed by participating or volunteering with Second Helpings, the individual signing below understands that, despite any safety precautions being taken by Second Helpings, by participating or volunteering with Second Helpings, there is a risk of potential exposure to COVID-19 or any other harmful virus or bacteria, which may result in illness or death. The individual signing below releases, forever discharges, indemnifies and holds harmless Second Helpings and its directors, officers, employees, volunteers, successors and assigns from any and all liability, claim, costs or expense related to such risk.

- 2. Medical Treatment.** Volunteer releases, forever discharges, indemnifies, and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Activities.

- 3. Assumption of the Risk.** Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer and inherently dangerous risks, including but not limited to food handling, driving an automobile, and travel to and from locations where Second Helpings is performing its services. Volunteer hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with such Activities.

- 4. Automobile Liability Insurance.** Volunteer understands that the Activities may include driving an automobile, and the Volunteer agrees to maintain a valid driver's license and an active automobile liability insurance policy, as required by law, at all times while performing as a volunteer. Such automobile liability insurance must cover Volunteer's vehicle or any vehicle that Volunteer operates while performing as a volunteer.

- 5. Media Release and Hold Harmless, Ownership and Usage.** Volunteer hereby grants and conveys to Second Helpings all right, title and interest and permission to use, any and all photographs, videos and/or audio recordings ("Materials") made by or for Second Helpings during Volunteer's participation in the Activities, which any of its members, officers, directors, employees, contractors, volunteers, representatives, successors and assigns may take or have taken of Volunteer, or in which Volunteer may be included with others, to copyright the same in the name of Second Helpings or otherwise; to use, reuse, publish and re-publish the same, in whole or in part, in conjunction with any printed matter in any and all media now or hereafter known, including web pages, electronic mails, social media, press releases, and the like, for illustration, art, promotion, advertising, fundraising or any other purpose; and to use Volunteer's own or a fictitious name, Volunteer's likeness and any statement made by Volunteer in connection therewith if Second Helpings so chooses. Volunteer waives any right to payment or any other compensation, arising or related to the use or publication of the Materials, including, but not limited to, any royalties, proceeds or other benefits derived from the Materials.

Volunteer understands and agrees that the Materials, including without limitation, all negatives, prints and digital reproductions thereof, shall be and will become the property of Second Helpings. Volunteer hereby irrevocably authorizes Second Helpings to edit, alter, digitally compose, copy, exhibit, publish or distribute the Materials for purposes of publicizing Second Helping's programs and activities or for any other lawful purpose. In addition, Volunteer waives the right to inspect or approve the finished product or products or the advertising copy or printed matter, whether written or electronic, of the Materials in which Volunteer's likeness appears.

In addition to any other waiver, release and indemnity set forth in this agreement, Volunteer releases, discharges, and agrees to hold harmless and defend Second Helpings and any and all of its members, officers, directors, employees, contractors, volunteers, representatives, successors and assigns from any liability by virtue of any reason in connection with the making and use of the Materials, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the making of the Materials or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.

6. Governing Law. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Georgia, and that this Release will be governed by and interpreted in accordance with the laws of the state of Georgia without giving effect to its conflict of laws rules. Volunteer agrees 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 that clause or provision will not affect the remaining provisions of this Release, which will continue to be enforceable. Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and Second Helpings will be a state or federal court having jurisdiction over Fulton County, Georgia.

All volunteers must be 18 years of age or older to drive a food rescue route for Second Helpings Atlanta.