



VOLUNTEER AGREEMENT AND RELEASE

This Volunteer Release and Waiver of Liability (“Release”) is executed in favor of The Empty Stocking Fund, Inc. (including any affiliated entities or individuals, collectively, “Organization”), an IRS recognized 501(c)(3) Georgia nonprofit corporation, by the individual signing below whether the actual volunteer or the parent/guardian of volunteer hereafter referred to as “Volunteer”. In consideration for the willingness of Organization to accept Volunteer to engage in work, services and other activities with Organization on a voluntary, unpaid basis, 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 Volunteer and Volunteer’s heirs, successors, beneficiaries and assigns:

Organization is a nonprofit corporation whose mission is to bring joy to the lives of disadvantaged children by providing toys and gifts during the holiday season and other core essential supplies throughout the year to support positive social and emotional development and academic success.

1. Volunteer’s Participation. Volunteer will engage in activities for Organization which may include, but are not limited to, assisting with school supply kit assembly, delivery and distribution of teacher/school supplies or holiday gifts, picking and packing holiday gift orders, cleaning up and organizing inventory and/or other tasks as requested from time to time by Organization (“Volunteer Activities”). Organization will provide on-going support and direction to Volunteer, as appropriate. In performing Volunteer Activities, Volunteer agrees that Volunteer is not an employee or agent of Organization and is not entitled to any compensation or benefits from Organization.

2. Conduct of Volunteer. Volunteer will perform Volunteer Activities in a manner that will serve to enhance and support the goals and mission of Organization. Volunteer agrees to comply with Organization’s rules, regulations, policies and guidelines, which Volunteer has received orally and/or physically and read, and as may be changed from time to time by Organization. Volunteer also agrees to comply with directions given by Organization. Volunteer will provide Volunteer Activities in a professional manner consistent with the highest standards of ethical and moral conduct. Volunteer warrants and represents that all information that Volunteer has provided to Organization regarding Volunteer’s background, experience and/or skills is true and accurate, and assumes responsibility for any and all claims, costs, damages, or liabilities that result from the provision of incomplete or inaccurate information. Volunteer also understands that, except as otherwise agreed to by a Released Party, as defined below, in writing, the Released Parties do not provide any financial assistance of any kind, including, but not limited to, workers’ compensation, medical, health or disability insurance coverage for any volunteer. Volunteer acknowledges and agrees that failure to adhere to these conduct standards, including any Organization rules, regulations, policies or guidelines) can result in Organization requesting me to immediately leave the Volunteer Activities and premises. Volunteer understands and acknowledges that this is for the safety and benefit of all participants and the integrity of the Volunteer Activities.

3. Release. Volunteer releases, forever discharges, indemnifies, and holds harmless Organization 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, directly or indirectly arising out of or relating to Volunteer Activities, including but not limited to (i) any claim for any bodily injury, personal injury, illness, death or property damage or (ii) any first aid or medical treatment rendered in connection with the Volunteer Activities, that may arise out of, occur during or result from the Volunteer Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party.

4. Assumption of Risk. Volunteer understands that the Volunteer Activities may involve inherently dangerous risks, including, but not limited to working with warehouse equipment and heavy inventory and potential exposure to employees, participants, other volunteers, or other individuals, including members of the public, who may be

infected with COVID-19. Volunteer hereby expressly and specifically assumes the risk of damage, injury, harm, or death in connection with such Volunteer Activities. Volunteer acknowledges and fully understands that Volunteer may be engaging in activities that involve risk of serious injury, including permanent disability, disfigurement or death, and severe social and economic losses might result not only from their own actions, inactions, or negligence, but the action, inaction or negligence of others, or the condition of the premises or equipment used. Furthermore, Volunteer understands and acknowledges that parking is provided on a first-come, first-serve basis and that Volunteer is responsible for securing Volunteer's vehicle(s) and any personal belongings within. Organization is not responsible for any loss, theft, or damage to Volunteer's vehicle or belongings while parked at or near the location(s) of the Volunteer Activities. Volunteer acknowledges and agrees that Volunteer is solely responsible for securing any private property or valuables that Volunteer brings to such location. Organization is not liable for the loss, theft, or damage of any personal items before, during, or after the Volunteer Activities.

5. Medical Treatment. Volunteer hereby authorizes the Released Parties to act on Volunteer's behalf in providing first aid and securing medical treatment for Volunteer in the event of injury or illness to Volunteer. Volunteer understands and agrees that any expense will be Volunteer's responsibility.

6. Media Release. Volunteer agrees to be photographed or recorded in other media, such as video or audio recordings, in connection with Volunteer Activities or other activities or events of Organization. Volunteer grants and conveys to Organization all right, title and interest in any and all photographic images and video or audio recordings made by or for Organization during Volunteer's participation in the Volunteer Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. Confidentiality. Volunteer understands that it is the policy of Organization to ensure that the operations, activities, and affairs of Organization are kept confidential, unless the sharing of such information is approved in advance by the Executive Director (or the Executive Director's designee). Confidential information includes, but is not limited to, what is shared during any meetings and daily work activity, internal reporting, personal information about Organization's clients, donors, volunteers, or employees, financial data, business information, and intellectual property. In consideration for the opportunity to work as a volunteer with Organization, Volunteer agrees to refrain, both during and after the end of the volunteer relationship, from repeating to any outside source and to keep confidential all information or records pertaining to Organization's operations, clients, donors, volunteers, or employees obtained while doing Volunteer Activities. Volunteer understands that this is privileged information and is not to be shared with anyone other than a current employee of Organization, and then, only as necessary to properly carry out the Volunteer Activities. Volunteer acknowledges that any violation of confidentiality will result in disciplinary action which may include termination of Volunteer Activities, and that Organization may take legal action against Volunteer, including but not limited to seeking temporary restraining orders or permanent injunctions to prevent the disclosure of confidential information in federal or state courts in Georgia.

8. Works Made for Hire. Volunteer agrees that any Materials (as defined below) created by Volunteer while performing Volunteer Activities for Organization are subject to the "Work for Hire" provisions contained in Sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. "Materials" means any copyrightable work of authorship, including without limitation, any curriculum, program materials, technical descriptions for products or services, user's guides, graphical works, audiovisual works, sound recordings, advertising materials, computer programs, web sites and content and any contribution to such materials. All right, title and interest to copyrights in all Materials which have been or will be prepared by Volunteer within the scope of volunteering with Organization will be the property of Organization. Volunteer further agrees that, to the extent the provisions of Title 17 of the United States Code do not vest the copyrights to any Materials in Organization, Volunteer hereby assigns grants Organization, its legal representatives and assigns, the absolute and perpetual right and permission to copyright and use, re-use, incorporate, publish, and reproduce, in any medium, electronic, print, or otherwise, the Materials and any derivations, modifications or recreations of the Materials in conjunction with the promotion and advertising of Organization or in conjunction with the provision of goods or services by Organization or for any other purpose

whatsoever. Volunteer understands that Volunteer also may not post to any social media channels or distribute in any way any such Materials without the permission of Organization. Volunteer also agrees to assist Organization in maintaining its copyrights during and following the period of volunteering.

9. Miscellaneous. This Release represents the full understanding between Volunteer and Organization and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between Volunteer and Organization, with respect to the subject matter hereof. 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, 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 Organization will be a state or federal court having jurisdiction over Fulton County, Georgia.

BY SIGNING UP TO VOLUNTEER, VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT VOLUNTEER IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ORGANIZATION.