



Volunteer Agreement
Georgia Department of Natural Resources
and Save Georgia's Hemlocks, Inc.



HWA Treatment Project at _____

Parent or guardian, please fill out complete information

I, _____, in consideration of receiving permission from the **Georgia Department of Natural Resources** ("Georgia DNR") and **Save Georgia's Hemlocks, Inc.** ("SGH") for my child's participation in the above-named HWA Treatment Project ("the Project"), hereby enter into this Volunteer Agreement with the above-named parties and agree to abide by the following terms.

1. Assumption of Risk and Covenant Not to Sue. I understand that the Project involves the use and application of pesticides and other chemicals intended to treat HWA infestation and that there are risks, known and unknown, inherent in the use of such substances. I further understand that the Project location is a wilderness or forested area and that there are risks, known and unknown, inherent in entering such an area. Accordingly, I agree to assume these risks, and I covenant not to sue or make any claim against the State of Georgia; the Georgia DNR, its officers, employees, agents, volunteers, and sponsors; or SGH, its officers, employees, agents, volunteers and sponsors, to the fullest extent permitted by law, for any loss or damage suffered by my child including, without limitation, personal injury, death or permanent disability, temporary physical or mental disability, illness, loss of income, or any other loss whatsoever due to their negligence, my own negligence, or the negligence of another.

2. Indemnity. I agree to hold harmless, indemnify, and defend the State of Georgia; the Georgia DNR, its officers, employees, agents, volunteers, and sponsors; the State Tort Claims Trust Fund; and SGH, its officers, employees, agents, volunteers, and sponsors, to the fullest extent permitted by law, for any loss or damage suffered by such persons or entities, including without limitation, trespass on property, damage to realty or personal property, or any other loss or damage whatsoever caused by my child's negligence or the negligence of another arising from my participation in the Project.

3. Fitness to Participate. I understand that the Project may involve strenuous physical activity and that such activity will require my child to be in good health in order to undertake safely. I hereby certify that my child is in sufficiently good health and has no physical limitations which would prevent him/her from participating safely in the Project.

4. On-Site Instruction. I understand that the Project sponsors, leaders, or other volunteers may provide my child with further instructions both for his/her personal safety and for the successful completion of the Project. I agree that my child will abide by any such instructions, and I further agree that my child's participation in the Project may be terminated should he/she should fail to follow such instructions.

5. Medical Emergency. In the event of a medical emergency during the Project, the Project sponsors, leaders, or other volunteers have my permission to obtain medical treatment for my child from the nearest hospital, medical facility, or medical personnel, at my expense, and I hereby covenant not to sue or make any claim whatsoever against Georgia DNR, SGH, or any person acting on their behalf for any injury or harm suffered by my child that might arise from any first-aid treatment or other medical services rendered in connection with the Project.

6. Use of Likeness. I hereby grant to the Georgia DNR and SGH all rights, title, and interest in any and all photographs, images, and video or audio recordings of my child, his/her likeness, or voice made by them during my child's participation in the Project, including without limitation, any royalties, proceeds, or other benefits derived from such images or recordings.

7. Covid Disclaimer. I am aware that my child's participation in this project may expose him/her to Covid 19, and I agree that I am voluntarily assuming this risk on his/her behalf

I have carefully read the entire Agreement and intend to be bound by its terms. I understand this form must be signed, completed, and returned to the Project sponsors or leaders prior to my child's participation.

PLEASE WRITE LEGIBLY.

Name of Minor Child: _____ **Date of Birth:** _____

Emergency Contact: _____ **Phone:** _____ **Relationship:** _____

Physical Home Address: _____

Parent / Guardian Signature: _____ **Date:** _____