
VOLUNTEER AGREEMENT AND RELEASE AND WAIVER OF LIABILITY

The undersigned Volunteer ("Volunteer"), hereby executes today this Volunteer Agreement, Release and Waiver of Liability (the "Release") executed in favor of the Georgia Dental Association, a non-profit trade association, and the Georgia Dental Association Foundation for Oral Health, Inc., a Georgia non-profit corporation their directors, officers, employees, and agents (collectively, the "Mission") and does hereby release and forever discharge and hold harmless Mission and its successors and assigns from any and all liability, claims, demands, costs or expenses including but not limited to attorneys' fees, damages, actions, causes of action, whether known or unknown, of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Mission.

The Volunteer desires to work as a volunteer for Mission and engage in the activities related to being a Volunteer (the "Activities"). The Volunteer understands that the Activities may include but are not limited to providing health care services which may expose the Volunteer to bodily fluids and communicable diseases, loading and unloading dental and other health care related equipment, and other tasks which may have inherent and serious risk. The Volunteer hereby freely, voluntarily, and without duress executes this Agreement and Release and Waiver of Liability under the following terms:

Volunteer understands that this Release discharges Mission from any liability or claim that the Volunteer may have against Mission with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Mission, whether caused by the negligence of Mission or its officers, directors, employees, other volunteers, agents or otherwise. Volunteer also understands that Mission does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. Volunteer does hereby release and forever discharge Mission from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Mission.

Assumption of Risk. Volunteer understands that the Activities include work that may be hazardous (that is, that can cause serious physical injury or death) to the Volunteer, including, but not limited to, construction, loading and unloading, and exposure to bodily fluids and communicable diseases. Volunteer agrees to work with full knowledge of the dangers and potential injuries involved. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Mission from all liability for injury, illness, death, or property damage resulting from the Activities or the Volunteer's or Mission's negligence. Volunteer also agrees to indemnify Mission for any injury Volunteer causes to another.

Insurance. Volunteer understands that Mission does not carry or maintain health, medical, disability or malpractice insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own malpractice, medical and/or health insurance coverage. By signing this document, Volunteer certifies to the Mission that Volunteer has current and valid malpractice insurance, maintained in good standing and in accordance with Georgia State Statutes, to the extent Volunteer is not a lay Volunteer.

Photographic Release. By completing and returning this form, Volunteer grants to the Georgia Dental Association and the Georgia Dental Association Foundation for Oral Health, Inc. and their agents, assigns, employees, officers and directors the right to use, without payment or consideration of any kind, Volunteer's picture, voice and other reproductions of Volunteer's physical likeness in connection with advertising or publicizing Mission of Mercy services and activities in all forms of media in perpetuity. I also permit the Georgia Dental Association and the Georgia Dental Association Foundation for Oral Health, Inc. to release my photograph and audio and visual recordings to other dental organizations for their use in promoting their Mission of Mercy project as well as to any grantors to the Mission. I

PLEASE TURN OVER & SIGN

release the Georgia Dental Association and the Georgia Dental Association Foundation for Oral Health, Inc. and their directors, officers, directors, employees and agents from any claim Volunteer, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, reproduction, adaptation, distribution, broadcast or display of my picture, voice or other reproduction of my physical likeness. I understand and agree that the Georgia Dental Association and the Georgia Dental Association Foundation for Oral Health, Inc. are and shall be the exclusive owner of all rights, title, and interest, including copyright in any commercial, informational, educational, advertising or promotional materials containing my photograph. I further agree to waive any right to inspect or approve the finished product, or any material in which the Mission or another State's Mission of Mercy project may eventually use my photograph or likeness.

Volunteer Status. Volunteer undertakes to perform said services as a Volunteer without compensation and acknowledges that in performing said services he is she is acting solely as a Volunteer and not as an employee of the Mission.

Licensure. All clinical providers rendering oral health treatment services must have all appropriate and active licenses issued by the appropriate licensing authority to provide treatment to GMOM patients. By signing this Agreement, Volunteer certifies that he or she is licensed to perform the types of dental or medical services and treatments they are expected to perform and that are being offered through the Mission project. I have indicated below my license number that allows me to perform such services and certify to the Mission, by execution of this Waiver, that such license is current, valid and in good standing.

Protocols. A. INFECTION CONTROL: The following infection control protocols MUST BE ADHERED TO throughout the Georgia Mission of Mercy Project: (a) Volunteer MUST follow general infection control protocols as you have been trained to do in your offices as required per CDC Guidelines; and (b) Do NOT allow patient to form a lip seal on the saliva ejector or HIVAC; and (c) Before turning off HIVAC, remove it from patient's mouth, point it at ceiling, then turn it off; and (d) After each patient, obtain (2) one-ounce Dixie cups of pre-mixed peroxide/water solution and pull one cup through the saliva ejector and one cup through the HIVAC; and (e) follow ALL GMOM Protocols regarding infection control, needlesticks, and transporting dental instruments to and from Sterilization.

B. CHILDREN: Children MUST be chaperoned by a Parent or Guardian throughout the clinic and to the restrooms. If the Parent or Guardian is unavailable (i.e. receiving treatment), the child MUST be chaperoned by at least 2 GMOM volunteers of the same gender. All Georgia mandated reporting requirements regarding suspected abuse are also strictly enforced. NO EXCEPTIONS! This protocol MUST BE ADHERED TO throughout the GMOM Project.

C. VOLUNTEER AREA PROTOCOLS: Each volunteer will be provided via email a copy of the GMOM protocols pertinent to the particular area in which they will be a volunteer. These protocols MUST BE ADHERED TO throughout the GMOM Project. GMOM Department Chairs are available to answer questions and clarify protocols as necessary.

Privacy. In compliance with the HIPAA Privacy Act, Volunteer further agrees to hold in confidence all personal and protected health information Volunteer may overhear or come in contact with during and following Georgia Mission of Mercy project.

Other. 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 shall be governed by and interpreted in accordance with the laws of the State of Georgia. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of this ____ day of _____, 2018.

Print Name of Volunteer

License Number (if applicable)

Signature of Volunteer

Emergency Contact and Phone Number