

**GEORGIA FOOTBALL OFFICIALS ASSOCIATION, INC.**  
**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into as of the date set forth below by and between Georgia Football Officials Association, Inc. ("GFOA"), a Georgia not-for-profit corporation, and the undersigned individual ("Member"). (GFOA and Member are hereinafter sometimes referred to individually or collectively as the "Parties.")

For and in consideration of GFOA's willingness, among other things, to allow Member to attend, officiate or participate in football games, team practices or scrimmages, meetings, activities or other functions arranged by or through GFOA, and of the sum of one (\$1.00) dollar, cash in hand paid, and of such other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby expressly acknowledged, the Parties hereby understand and agree as follows:

1. In all matters having to do with Member's attendance at or participation in any meeting, event, activity or function arranged by or through, or required for membership in, GFOA, no employer-employee, master-servant, principal-agent or other such relationship shall exist between Member and GFOA. Rather, Member is and at all times shall be an **independent contractor** in all such meetings, events, activities and functions (including, but not limited to, (i) any football game, team practice or scrimmage, (ii) any rules session, training camp or other similar activity, and (iii) any other meeting, event, activity or function, regardless of whether specifically enumerated herein or not) that are arranged by or through, or required for membership in, GFOA and in which Member may officiate, participate, engage or attend (all such meetings, events, activities and functions being referred to individually as a "GFOA Event" and collectively as "GFOA Events"). Such relationship and status as an independent contractor shall apply to and include Member's traveling to or from any and all GFOA Events.

2. This Agreement, as well as the nature and status of Member's relationship as an independent contractor with respect to GFOA as specified herein, shall be governed and defined by Georgia law. Anything to the contrary herein or otherwise provided by law notwithstanding, however, for present purposes and without limitation on the overall legal significance or effect of the independent contractor relationship as provided in or defined by such law, the Parties hereby expressly agree and understand as follows:

(a) Neither GFOA nor any of its officers, directors, crew chiefs, members, attorneys, representatives, principals, agents, successors and assigns (all such individuals and entities being hereinafter referred to individually and collectively as "GFOA Releasees") shall have any liability whatsoever (direct, indirect, vicarious, third party or otherwise) to Member for any cost, damage, loss, illness, injury, disability or death which Member may suffer, sustain or incur as a result of attending or participating in, or while in route to or from, any GFOA Event, merely because Member's attendance at or participation in any such GFOA Event was arranged by or through, or otherwise required for membership in, GFOA (hereinafter being referred to individually and collectively as "Member Claims"). Further, GFOA and the other GFOA Releasees shall not have any liability whatsoever (direct, indirect, vicarious, third party or otherwise) to any third party for any claim, cost, damage, loss, illness, injury, disability or death arising from or in any way related to, directly or indirectly, Member's attendance at or participation in any GFOA Event, including, but not limited to, any actual or alleged act or omission of Member while he/she attending or participating in, or in route to or from, any GFOA Event (hereinafter being referred to individually and collectively as "Third Party Claims"). Accordingly, Member, individually and on behalf of his/her executors, administrators, representatives, agents, attorneys, spouse, children, other relatives or family members, heirs, successors and assigns (all such individuals and entities being hereinafter referred to individually and collectively as "Releasers"), does hereby release, remise, acquit, discharge, hold harmless and indemnify GFOA Releasees, and each of them, from and against any and all Member Claims and any and all Third Party Claims. Further, in the event that any person (including Member, any of the Releasers, or any person acting or claiming to act by, through or on behalf of Member or any of the Releasers) shall make any claim based in whole or in part on, or otherwise relating in any way to, any of the claims released herein, or for any other damage or injury, including death, arising out of or in any way related to Member's membership in GFOA or attendance at or participation in any GFOA Event, whether such claim is based upon any alleged breach of any legal duty or obligation on the part of any of the GFOA Releasees, then Member (including, but not limited to, Member's estate) shall indemnify and hold harmless the GFOA Releasees

and each of them from and against any and all losses, costs, expenses, damages, judgments and/or injuries that any of the GFOA Releasees may sustain as a result of any such claim, and further shall assume on behalf of each of the GFOA Releasees the cost and expense, including actual attorney's fees, of defense of any action, suit or proceeding based in whole or in part on any claim released herein.

(b) GFOA does not, and shall not be obligated to, provide, maintain or otherwise obtain any life, disability, medical, health, dental or any other form of insurance coverage to, on behalf of, or for the benefit of Member (including, but not limited to, Member's spouse, children, other relatives or family members, heirs, successors and assigns) for any cost, damage, loss, illness, injury, disability or death whatsoever, including without limitation any such cost, damage, loss, illness, injury, disability or death contracted, suffered, sustained or incurred, directly or indirectly, through, while Member is involved in, or as a result of Member's attendance at or participation in, any GFOA Event, or while in route to or from any GFOA Event. If any such insurance coverage is desired, Member shall be solely responsible for obtaining the same for himself or herself at his/her own cost and expense.

3. GFOA does not, and shall not be obligated to, provide, maintain or otherwise obtain any worker's compensation, disability or other such type of insurance or protection to provide coverage to, on behalf of, or for the benefit of Member for any cost, damage, loss, illness, injury, disability or death whatsoever sustained by Member while participating in any GFOA Event, or while in route to or from any GFOA Event. If any such insurance coverage is desired, Member shall be solely responsible for obtaining the same for himself or herself at his/her own cost and expense.

4. GFOA does not, and shall not be obligated to, provide, maintain or otherwise obtain any liability or other insurance coverage against any claims made by third persons against Member for any claim, cost, damage, loss, illness, injury, disability or death arising from or in any way related to, directly or indirectly, Member's attendance at or participation in any GFOA Event, including, but not limited to, any actual or alleged act or omission of Member while he/she is attending or participating in, or in route to or from, any GFOA Event. If any such insurance coverage is desired, Member shall be solely responsible for obtaining the same for himself or herself at his/her own cost and expense.

5. No Member is under any obligation or constraint to accept any officiating assignment from GFOA, and GFOA is under no obligation or constraint to make any such assignment to any Member. Rather, the making and acceptance of any such assignment will be on a voluntary basis by mutual agreement during the football season and at other pertinent times, and there shall be no compulsion on the part of Member to accept, and none on the part of GFOA to make, any officiating assignment, or any particular quantity, type or quality of such assignments. Further, neither Member nor GFOA will have any claim, cause of action or other recourse, legal, equitable or otherwise, for any failure on the part of the other to make or accept any officiating assignment, or any particular quantity, type or quality of such assignments. Any and all such claims, causes of action or other recourse which may exist are expressly waived; provided, however, that once an officiating assignment is made and accepted, Member who has accepted such assignment shall not withdraw therefrom, and GFOA will not remove Member therefrom, before such assignment is completed except for good cause, which shall be determined solely by GFOA in its discretion.

6. Neither federal, state nor local income taxes, Social Security (FICA) taxes or withholdings, nor any other payroll taxes, assessments or withholdings of any kind shall be withheld or paid by GFOA on behalf of Member. In accordance with the terms of this Agreement and the understanding of the Parties herein, Member is, and shall be treated as, an independent contractor and not as an employee with respect to any services performed as a member of GFOA for all purposes, including without limitation federal, state or local tax or other legal purposes and requirements.

7. Member understands that he/she is responsible to pay his/her own income taxes in accordance with federal, state, and local law. Member further understands that he/she may be liable for Social Security (FICA) tax to be paid in accordance with all applicable laws, and that compliance with all laws applicable to Member's membership in and receipt of any payment from GFOA are solely Member's responsibility.

8. Member will be paid as soon as practicable after conclusion of the football season on a per assignment basis from monies paid to GFOA by the schools or other entities for which Member performed officiating services during the season. The full amount paid to GFOA for Member's services will be paid to Member, less any deductions for required dues, assessments and other mandatory or agreed upon expense items.

9. Member will provide his/her own equipment, uniforms, materials, supplies and other expenses of membership in GFOA, including, but not limited to, travel to or from any GFOA Event Unless otherwise agreed to separately in writing, GFOA shall not be liable to Member for any expense he/she pays or incurs for any such items, or for any other items whatsoever, including, without limitation: travel, lodging, medicines or drugs, food, or other items incidental to his/her attending or participating in any GFOA Event.

10. Member hereby represents and agrees that (i) he/she shall at all times comply with all membership, registration and other requirements of GFOA, the Georgia High School Association ("GHSA"), and all other school and/or athletic associations for which GFOA provides or may provide services by and through its members, as well as all applicable federal, state and local laws, including without limitation the submission of a properly completed and signed U.S. Citizenship and Immigration Services Form I-9 and the documents to establish identity and employment authorization required to be presented in conjunction with Form I-9 (identified on such form as "List A," "List B" and "List C" documents), and (ii) all information contained in any form and other document required to be completed, and all documents presented or required to be submitted (including without limitation those required by Form I-9), in conjunction with Member's registration and membership in GFOA shall be true and correct as of the time submitted. Member's failure to comply with all such requirements shall constitute grounds for sanctions by GFOA in its sole discretion, including without limitation dismissal from membership in GFOA.

11. The Parties hereby agree that unless and until Member signs a new written agreement with GFOA, this Agreement shall apply to all periods of time during which Member is registered for and otherwise maintains membership in GFOA but in no event shall be less than a period of five (5) full calendar years from the date set forth below, and that by renewing or otherwise signing up for his/her membership with GFOA for a given football season, all terms and conditions of this Agreement shall automatically renew and remain in effective until terminated by either of the Parties in writing.

The undersigned Member further represents that he/she has fully read this entire Agreement and understands the same to his/her complete satisfaction, and that this Agreement constitutes the entire Agreement between the Parties with respect to the matters addressed herein. Both Parties agree to abide and be governed by the terms of this Agreement.

**This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Signature of Member

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized GFOA Officer

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_