

GEORGIA OFFICIALS ATHLETIC ASSOCIATION (GOAA), INC.

INDEPENDENT CONTRACTOR AGREEMENT

It is hereby understood and agreed by and between the Georgia Officials Athletic Association, Inc. (hereinafter "GOAA"), and each member of GOAA (hereinafter "Member"), and particularly by the undersigned Member, as follows:

In all matters having to do with participation in any and all GOAA functions, no employer-employee, master-servant, principal-agent, or other such relationship exists between any Member and GOAA. Rather, each Member is an independent contractor in all such function including, without limitation: officiating , approved participation in team practices and scrimmages, participation in rules sessions and other such exercises, attendance at regular GOAA meetings and other functions, traveling to and from any activities specifically enumerated herein, as well as to and from other such GOAA activities not so specifically enumerated, and any and all other GOAA-related activities in which any Member may engage.

The legal result and ultimate legal effect of the Member's independent contractor status described herein shall be that as defined by all applicable Georgia laws. However, for present purposes, and without limitation on the overall legal significance and effect of the independent contractor relationship as defined by such laws, it is specifically understood and agreed as follows:

1. GOAA, its officers (Individually or collectively), directors, crew chiefs, executive secretary, or other Members, representatives or principals will have no liability to any Member for any injury or disability which the Member may sustain as a result of participating in any GOAA function, or while in route to or from any such function.
2. GOAA provides no primary health or dental insurance covering any Member for illness contracted or injuries sustained while involved in any GOAA function or while in route to or from any such function, including, without limitation, the functions enumerated above. Any Member desiring such insurance coverage must provide the same for himself.
3. GOAA provides no workman's compensation, disability insurance or other type of insurance to provide coverage to any Member for any injuries sustained while participating in any GOAA function or while in route to or from any such function. Any Member desiring such insurance coverage must provide the same for himself.
4. GOAA, its officers (individually or collectively), directors, crew chiefs, executive secretary, or other Members, representations or principals of GOAA will have no vicarious or third-party liability for any injury or damage caused by any Member to any third party while the Member is participating in any GOAA function or activity, or while the Member is in route to or from any such function or activity.
5. GOAA provides no liability insurance or other insurance against any claims made by third persons against any Member for any actions or omissions of the Member while he is engaged in, or in route to or from, any GOAA function or activity. Any Member desiring such insurance coverage must provide the same for himself.
6. No Member is under any obligation or constraint to accept any officiating assignment from GOAA, and GOAA is under no obligation or constraint to make any such assignment to any Member. Rather, the making and acceptance of any such assignments will be on a voluntary basis by mutual agreement during the high school season, and at other pertinent times, and there shall be no compulsion on the part of any Member to accept, and none on the part of GOAA to make, any officiating assignments, or any particular quantity or type or quality of such assignments. Further, neither any Member nor GOAA will have any legal cause of action or other legal recourse for any failure on the part of the other satisfactorily make or accept any officiating assignments, or any number of qualities of such assignments. Any and all such causes of action which might otherwise exist are expressly waived. Provided, however, that once an officiating assignment is made and accepted, the Member who has accepted such assignment shall not withdraw therefrom, and GOAA will not remove the Member therefrom, before such assignment is completed except for good cause then appertaining under all pertinent circumstances.
7. Neither Federal nor Georgia, nor local income tax, nor any other payroll tax of any kind, shall be withheld or paid by GOAA of behalf of any Member. In accordance with the terms of this Agreement and the understanding of the parties herein, no Member shall be treated as an employee with respect to any services performed as a Member of GOAA for Federal or Georgia tax purposes.
8. Each Member understands that he is responsible to pay his own income tax in accordance with Federal, Georgia, and local law. The Member further understands that he may be liable for Social Security (FICA) tax to be paid in accordance with all applicable laws.
9. Each Member will be paid as soon as practicable after the season on a per assignment basis from monies paid to GOAA by the schools or other entities for which the Member performed officiating services during the season. The full amount paid to GOAA for each Member's services will be paid to the Member, less any deductions for agreed dues and other mandatory expense items.
10. Each Member will provide his own equipment, materials and supplies; and unless otherwise agreed to in writing, GOAA will not be liable to any Member for any expenses he 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 participating in any GOAA function.

The undersigned Member further represents that he has read this agreement in its entirety and understands the same to his complete satisfaction. Both parties agree to abide and be governed by the terms of his agreement.

This _____ day of _____, 20_____

Signature of Member

Witness – Authorized GOAA Representative