



## **Farm Share Volunteer Release and Waiver of Liability and Indemnification Agreement**

**Farm Share, Inc. (hereinafter “Food Bank”)** is a statewide 501(c)(3) charitable packing house and food bank whose mission is to alleviate hunger and malnutrition by recovering and distributing fresh and nutritious produce and other food to families, children, seniors and individuals in need. Food Bank regularly engages volunteers to assist in its operations and other activities to assist in receiving, distributing and feeding those in need throughout the state. In consideration of my desire and intent to participate in Food Bank’s activities, I \_\_\_\_\_ (hereinafter “Volunteer”) (or the Volunteer’s legal guardian, on the Volunteer’s behalf) hereby agree as follows:

**1. Policies and Safety Rules.** For my safety and that of other volunteers, food recipients, agencies, Food Bank employees and others hereby agree to comply with the Food Bank’s volunteer policies and safety rules and any other directions or guidelines given by an authorized employee of Food Bank. For all Food Bank warehouse activities CLOSED-TOE SHOES AND SAFETY VESTS ARE REQUIRED.

**2. Awareness and Assumption of Risk.** I understand that activities I may engage in while volunteering may have inherent risks that may arise from the activities themselves, the Food Bank’s operations, my own actions or inactions, the actions or inactions of the Food Bank, its directors, officers, employees and agents, other volunteers, and others present at the Food Bank or at any offsite distribution event. These risks may include, but are not limited to, working around motor vehicles, semi-trucks, fork lifts and/or other heavy equipment and machinery, lifting objects, performing repetitive tasks and being exposed to hot and cold weather, high humidity and rain. Despite my exposure to the above named and unnamed risks and conditions I hereby assume full responsibility for any and all risks of bodily injury, death or property damage caused by, or arising directly or indirectly from, my presence or participation at Food Bank’s warehouse or participation in off-site Food Bank food distribution activities, regardless of the cause.

As part of normal operations, Food Bank may have some hazardous materials on site such as cleaning agents, gasoline for lawnmowers or vehicles, propane and other necessary chemicals. A complete listing of these products, along with the SDS (safety data sheet), is available for your review upon request. If you are exposed to any hazardous materials immediately report this to the task supervisor.

**3. Waiver and Release of Claims.** I hereby waive and release any and all claims I, my beneficiaries, administrators, executors or assigns had, have now or may have in the future against the Food Bank, its directors, officers, employees, volunteers and affiliates (collectively, the “Released Parties”), for any

liability, loss, damages, claims, expenses and attorneys' fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at the Food Bank, or participation in volunteer activities on behalf of the Food Bank, regardless of the cause, and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims and hereby agree to hold Food Bank and all Released Parties harmless related to same. I understand that the Food Bank would not permit me to volunteer without my agreeing to these waivers and releases.

**4. Medical Care Consent and Waiver.** I hereby authorize the Food Bank to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services in the event that same is necessary as determined in Food Bank's sole discretion. However, I acknowledge that in no way does this paragraph impose a duty upon the Food Bank to provide such first aid, assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities with the Food Bank.

**5. Indemnification.** I hereby agree to defend, indemnify, and hold the Released Parties harmless from and against any and all loss, damages, claims, expenses and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my volunteer activities for the Food Bank, except and only to the extent that any liability is caused by the gross negligence and/or willful misconduct of the relevant Released Parties.

**6. Publicity.** I consent to the unrestricted use of my image, voice, name and/or story in any format including video, print or electronic (collectively the "Materials") that the Released Parties or others may create in connection with my participation in activities at or for the Food Bank. The Food Bank may make the Materials available at its discretion to third parties, including photos or streamed or other videos, on the Food Bank's website and internal displays, in the Food Bank's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

**7. Confidentiality.** As a volunteer, I may have access to sensitive or confidential information. This information includes, but is not limited to, identity, address, contact information, credit card numbers, and financial information of Food Bank clients, volunteers, donors, and staff. At all times during and after my participation, I agree to hold in confidence and not disclose or use any such confidential information except as required in my Food Bank volunteer activities or as expressly authorized in writing by the Food Bank's Executive Director.

**8. Volunteer Not an Employee.** I understand that (i) I am not an employee of the Food Bank, (ii) that I will not be paid for my participation, and (iii) I am not covered by or eligible for any insurance, health care,

worker's compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with the Food Bank.

9. **Duration.** This Release & Waiver is intended to cover any volunteer activities that I may engage in at Food Bank or on behalf of Food Bank from the date stated below and continuing in perpetuity, covering all future volunteer activities related to Food Bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Release of Liability and Waiver of a Minor**

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties and the Food Bank from any claim whatsoever which arises or may hereafter arise from any volunteer activities engaged in by the minor volunteer. The Farm Share Volunteer Release and Liability Waiver and Indemnification Agreement is hereby incorporated into this Agreement by reference and the Guardians by signing below hereby agree to the terms and conditions contained therein on behalf of the Guardians and any minors named below. The Guardians further hereby agree that they will not bring any legal proceeding against Food Bank or any Related Parties related to any claim arising out of minor's volunteer activities with Food Bank on behalf of any minor named below. The Guardians also affirm that they are legally authorized to sign this Release of Liability and Waiver of a Minor on behalf of the below listed minors.

Minor 1: \_\_\_\_\_

Minor 2: \_\_\_\_\_

Minor 3: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name