Volunteer Liability Waiver and Agreement

Alameda County Community Food Bank
7900 Edgewater Drive • Oakland, California 94621 • (510) 635- 3663 • www.accfb.org

Alameda County Community Food Bank (the "Food Bank") is a charitable, non-profit organization with a mission to alleviate hunger by providing nutritious food and nutrition education to people in need, educating the public, and promoting public policies that address hunger and its root causes. The Food Bank regularly engages volunteers in its activities. In consideration for my ability to participate in Food Bank activities, by signing below, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree that:

1. Policies and Safety Rules. For my safety and that of others, I will comply with the Food Bank's volunteer policies and safety rules and its other directions for all volunteer activities. CLOSED-TOE SHOES ARE REQUIRED.

2. Awareness and Assumption of Risk. I understand that my volunteer activities may have inherent risks that may arise from the activities themselves, the Food Bank's operations, my own actions or inactions, or the actions or inactions of the Food Bank, its directors, officers, employees and agents, other volunteers, and others present at the Food Bank. These risks may include, but are not limited to, working around vehicles, lifting objects, and performing repetitive tasks. I 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 program sites or participation in Food Bank activities, regardless of the cause.

3. Waiver and Release of Claims. I waive and release any and all claims 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 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. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this waiver and release. 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 authorize the Food Bank to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Food Bank to provide such 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 will 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 the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

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.

Signature **Date** **Legal Guardian's Signature (if under 18)** **Date**

Name (Print) **Legal Guardian's Name (if under 18)**

THANK YOU FOR YOUR COMMITMENT TO REDUCE OUR COMMUNITY'S HUNGER!