

## **VOLUNTEER WAIVER**

The Flagstaff Family Food Center, Food Bank and Kitchen (the "Food Bank") is a charitable, non-profit organization with a mission to provide hope to Flagstaff families by providing hunger relief and children's literacy services. This Volunteer Release and Waiver of Liability ("Release"), executed on the date first written below by \_\_\_\_\_ ("Volunteer"), releases Flagstaff Family Food Center, Food Bank and Kitchen, a nonprofit public benefit corporation organized and existing under the laws of the State of Arizona ("Food Bank"), and each of its directors, officers, employees, agents, successors and assigns (collectively with Food Bank, the "Releasees"). Volunteer desires to provide volunteer services for Food Bank (the "Volunteer Services"). Volunteer understands and agrees that the scope of Volunteer's relationship with Food Bank is limited to a volunteer position, that no compensation will be paid to Volunteer in return for performing Volunteer Services, and that Food Bank will not provide any benefits traditionally associated with employment to Volunteer.

### **Volunteer agrees 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.** My motivation for serving and my behavior must reflect Food Bank values. I agree that all volunteers and recipients should receive respect and excellent customer service, and must be treated equally and without judgment.
2. **Assumption of Risk:** I, Volunteer, understand that there is a risk of property damage or personal injury as a result of my participation as a volunteer with Food Bank, including but not limited to the potential for death or bodily injury, and while particular skills, equipment, and personal discipline may reduce the risk, the risks of serious injury and death do exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others and assume full responsibility for my participation.
3. **Waiver and Release:** I, Volunteer, for myself and on behalf of my heirs, assigns, personal and legal representatives and next of kin, release and forever discharge and hold harmless, and covenant not to sue, the Releasees from any and all liability, claims and demands of whatsoever kind of nature, either in law or in equity, which arise or may hereafter arise from the Volunteer Services I provide for Food Bank. I understand and acknowledge that this release discharges the releases from any liability or claim that I may have against the Food Bank and the releases with respect to bodily injury, personal injury, illness, death, or property damage that may result from or occur while I am providing volunteer services for the Food Bank.
4. **Insurance:** I understand that Food Bank does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits, or any other insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of Food Bank beyond what may be offered freely by Food Bank, in its sole discretion, in the event of such injury or medical expenses incurred by me.
5. **Publicity:** I consent to the unrestricted use of my image by the Food Bank or agents and authorize them to use any photographs, video, motion pictures, recordings, or 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.

6. Medical Treatment: I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency that occurs while I am providing the Volunteer Services.
7. Terms and Conditions: I willingly agree to comply with all stated and customary terms and conditions for participation as a volunteer with Food Bank. If, however, I observe any unusual or significant hazard or risk during my participation as a volunteer, I will remove myself from participation and bring such hazard or risk to the attention of Food Bank immediately.
8. Intent of Volunteer: I intend by this Release to release in advance, and to waive my rights and to discharge all of the Releasees from, all claims, losses or liabilities for personal injury, including but not limited to death or bodily injury, or property damage that I may have or claim to have, or which may hereafter accrue to me, as a result of my participation as a volunteer, even though that liability may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Release is binding on my heirs, assigns, personal and legal representatives, and next of kin.
9. Volunteer Confidentiality: As a volunteer providing services associated with The Federal Emergency Food Assistance Program (TEFAP) and/or the Commodity Senior Food Program (CSFP) commodities at food banks, food pantries, soup kitchens and shelters, I understand that all information regarding the individuals and households receiving food assistance must be maintained in the strictest confidence. I have a I have a legal and ethical responsibility to protect the confidentiality and security of all protected data and information to which I have access in carrying out my duties. Confidential information may include, but is not limited to: recipients of food assistance; household composition, names, addresses, and phone numbers. It may be from any source or in any form (oral, written or electronic). This information may be protected by state and federal laws and by policies of the Department. I agree to keep confidential any individual and household information I may obtain either directly or indirectly during the course of my volunteer work at locations that provide services related or directly involved with the distribution of TEFAP commodities.
10. Parents or Guardians of Volunteers Under Age 18: This is to certify that I, as parent/guardian with legal responsibility for the Volunteer, do consent and agree to his/her waiver and release of the Releasees as provided above, and, for myself and my heirs, assigns, personal and legal representatives, and next of kin, hereby release and agree to indemnify and hold harmless the Releasees from any and all claims and liabilities incident to my minor child's/ward's involvement or participation in this event as provided above, even if arising from the negligence of the releasees, to the fullest extent permitted by law. I have read this waiver and release of liability, fully understand its terms, understand that I have assumed significant risks and given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

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Volunteer's Name (PRINT)

Volunteer's Signature

Date

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Name of Minor (IF APPLICABLE)

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Legal Guardian's Name (PRINT)

Legal Guardian's Signature

Date