

# Volunteer Waiver and Liability Agreement



GleanSLO (herein referred to as "Food Bank"), a program of the Food Bank Coalition of San Luis Obispo County (the "Food Bank"), is guided by its mission to "rescue nature's bounty for the benefit of our community." The Food Bank is a charitable, non-profit organization with a mission to work with a network of community partners to alleviate hunger in San Luis Obispo County and build a healthier community. This Volunteer Release and Waiver of Liability ("Release"), executed on the date first written below by \_\_\_\_\_ ("Volunteer"), releases Food Bank Coalition of San Luis Obispo County, a nonprofit public benefit corporation organized and existing under the laws of the State of California ("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 harvest events and/or volunteer activities ("Activity" or "Activities"). The Activities, which I voluntarily choose to participate, will involve entering onto privately owned or publicly owned real property (the "Premises") to harvest fruit and/or vegetables. The Activity may involve the use of certain equipment including, without limitation, ladders and heavy/sharp harvesting tools. These Activities include, but are not limited to: entering only those areas designated for use by volunteers; using care to avoid damaging the Premises; refraining from climbing trees or fences to retrieve produce; refraining from sharing the name, address or other private information of the owner of the Premises; Picking only fruit that appears mature and ready to be picked, leaving less mature fruit on the tree; using caution when using a ladder; ensuring that any minor(s) (individuals under the age of 18 year) for whom I am responsible will be supervised at all times by me; and ensuring that any minor for whom I am responsible will not be permitted to climb on a ladder unless the minor is at least 14 years of age and is directly supervised at all times by me. 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 the 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.

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**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 the 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 the Food Bank immediately. I voluntarily agree that GleanSLO staff may, at any time, with or without cause, revoke my right to volunteer for or participate in GleanSLO events and Activities.

**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. 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. **If you are under the age of 18 years or are registering your child you MUST bring a copy of this liability waiver to your first Activity signed by a parent or legal guardian**

**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)	Legal Guardian's Name (PRINT)	Legal Guardian's Signature	Date
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