



Volunteer Release & Waiver of Liability

By signing this Volunteer Release & Waiver of Liability (“**Waiver**”), the undersigned (“**Volunteer**”) agrees to and understands the following rules, requirements, and waivers Volunteer is making to perform volunteer services, defined herein, (the “**Services**”) with or on behalf of Dare to Care Food Bank (the “**Company**”). As consideration for participation in the Services, Volunteer agrees to the terms and conditions set forth in this Waiver.

Assumption of Risk. Volunteer hereby acknowledges and certifies that Volunteer is physically fit enough to participate in the Services, which may include pushing, pulling, carrying, and lifting heavy objects; working with equipment or other hazardous tools, using cleaning products and materials, and potential exposure to food allergens; walking, standing, working in an environment without air conditioning; or other activities that are done in the normal course of the Services. Volunteer understands that the Services are a potentially hazardous activity and specifically assumes the risk of injury or harm in these Services, including serious injury or death, loss of property, property damage, serious bodily injury, and other illness, soreness, or injury however caused, occurring during or after participation in the Services.

Waiver and Release. Volunteer hereby releases, waives, forever discharges, holds harmless and covenants not to sue the Company, its directors, owners, managers, employees, agents, members, customers, contracts, officers, workforce members, agents, representatives, affiliates, contractors, successors, assigns, and any other permittees of the foregoing (hereinafter “**Releasees**”) from any and all liability, claims, loss, damage, and demands therefore on account of injury to their person or property of whatever kind of nature, either in law or in equity, whether now known or hereafter known, which arises or may hereafter arise out of or attributable to the Services and the Company, whether caused by the negligence of the Volunteer, Releasees, or otherwise.

Volunteer understands and acknowledges that this Waiver discharges Releasees from any liability or claim Volunteer may have with respect to serious injury or death, loss of property, property damage, property loss, serious bodily injury, and other illness, soreness, or injury however caused, occurring during or after participation in the Services, whether caused by the negligence of Volunteer, Releasees, or otherwise. Volunteer understands that the Company does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance. This Release does not extend to claims for other liabilities that applicable law does not permit to be released by agreement.

Indemnification. Volunteer agrees to defend, indemnify, expressly waives, and holds harmless the Releasees and their insurance carriers from any loss, liability, damage, deficiencies, claims, actions, judgments, settlements, interest, awards, losses, penalties, fines, expenses, or costs, including attorney’s fees, that may incur due to Volunteer performing Services for or on behalf of the Company, whether caused by negligence of the Volunteer, the Releasees, or otherwise. Any voluntary offer of compensation made by the Company or Releasees is not to be construed as an admission of responsibility, liability, or otherwise. Volunteer understands and agrees that all local, state, and federal laws and regulations apply to Service participants before, during and after the Services and agrees to abide by all laws and regulations and indemnify the Releasees from any actions, claims, or damages resulting from my violation of such laws and regulations.

Medical Treatment. Volunteer hereby releases and forever discharges the Company from any claim or claims which arise or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during Volunteer’s Services with the Company.

Confidentiality. Volunteer understands that Services performed for or on behalf of the Company may expose Volunteer to or allow Volunteer to have access to Confidential Information, including personal and/or identifying information of workforce members, volunteers, clients, donors, and other individuals associated with the Company. Volunteer agrees to maintain strict confidentiality of all such information and will only use it for the



sole purpose of performing Services for the Company. Volunteer will maintain this confidentiality even after concluding Services for the Company.

Media Release. Volunteer authorizes Releasees to possess unrestricted, irrevocable, worldwide, perpetual rights and license to use, reproduce, modify, adapt, publish, display, distribute, and otherwise incorporate Volunteer's image, voice, name, and/or story, in whole or in part, in any format including video, print, or electronic ("Materials") created in connection with Services performed for the Company or to promote the Company's mission. This includes but is not limited to using Materials on the Company's website, internal displays in the Company's publications, or through any other media, including social media / networking websites. Volunteer waives any right to inspect or approve Materials prior to use and acknowledges that Volunteer is not entitled to any compensation for the creation or use of Materials.

Safety. To ensure Volunteer's safety, Volunteer agrees to refrain from wearing open-toe shoes, including but not limited to, flip-flops, sandals, etc., while performing Services in the Company's warehouse or while otherwise on the Company's property. Volunteer understands that clothes may get dirty and/or ruined during the Services.

Lockers. Volunteers bring personal items at their own risk. The Company assumes no liability for lost, stolen, or damaged personal items for any reason.

Unaccompanied Minor. In the event Volunteer brings an individual under the age of 18 ("Unaccompanied Minor") onto the Company's property while Volunteer is performing Services, Volunteer is solely responsible for the supervision, safety, and well-being of the Unaccompanied Minor and hereby expressly and specifically assumes the risk of injury, harm or damage to Releasees and all loss, liability, expense, or damages that may arise from, result from, or be caused by any personal injury, death, or property damage sustained by any Unaccompanied Minor. Additionally, **no minors under age 6 will be permitted to volunteer due to safety concerns.**

Weapons. Volunteer accepts and will adhere to the Company's weapon-free policy, which prohibits the possession or use of firearms, knives, explosives, or any other dangerous weapons while on the Company's property, including the building and event spaces. A permit or license to carry a weapon does not authorize violation of the policy. This provision is applicable to all Volunteers to the extent it does not conflict with state law.

Zero Tolerance. The Company is committed to ensuring the safety, health, and well-being of all volunteers and upholding a safe environment. Any Volunteer exhibiting signs of being under the influence or intoxicated from drugs or alcohol during Services will be subject to immediate dismissal at the Company's discretion.

PPE. Volunteer agrees to adhere to all health and safety guidelines, including but not limited to the use of Personal Protective Equipment (PPE) and maintaining proper hand hygiene.

Driving an Automobile. If Volunteer's Services include driving a vehicle, Volunteer attests that they have a valid driver's license and automobile liability insurance policy as required by state law. Volunteer agrees to maintain their license and insurance in good standing for the duration of their Services with the Company. Volunteer is knowledgeable and agrees to abide by local and state traffic laws. Volunteer agrees not to drive while under the influence of alcohol and/or other intoxicating substances.

Jurisdiction. All matters arising out of or relating to this Waiver shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law principles. Any claim or cause of action arising hereunder may be brought only in the courts located in or encompassing Jefferson County, Kentucky and Volunteer hereby consents to the jurisdiction of such courts.

Entire Agreement. This Waiver constitutes the entire agreement of the Company and Volunteer. If any term or provision hereof is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof. This Waiver is binding on and shall inure to the benefit of the Company, Volunteer, and their respective heirs, successors, and assigns.



Dare to Care
Food Bank

I, the undersigned, acting as the Volunteer and/or the parent/legal guardian of the Unaccompanied Minor Volunteer, have carefully read and fully understand the contents of this Waiver. To the extent this applies to an Unaccompanied Minor, I grant permission for the minor to participate with the Company and agree to abide by all the stipulations outlined in this Waiver. Additionally, I acknowledge that the volunteer relationship may be terminated at any time, with or without cause, if I violate any of the terms and conditions outlined herein. Such violations may include but are not limited to harassment, theft, physical or verbal abuse, disruptive or disrespectful behavior, violation of Company policies, procedures, or protocols, inability to fulfill volunteer job requirements, or any other conduct deemed detrimental to the Company's operations or mission. I further acknowledge that the terms of this Waiver do not create an employment relationship between the Volunteer and the Company.

Volunteer or Parent/Guardian's Name (please print): _____

Unaccompanied Minor's Name (if applicable): _____

Volunteer or Parent/Guardian Signature: _____ Date: _____

Email: _____

Phone Number: _____

Emergency Contact: _____ Phone Number: _____

