



## VOLUNTEER ASSUMPTION OF RISK

### RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR: SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.

8014 Marine Way, Irvine, CA 92618 949.653.2900

Adult Name (Parent/Legal Guardian) \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Group Name \_\_\_\_\_

I, the undersigned, an adult 18 years or over, hereby request the participation of the minor(s) listed below in the Volunteer Activities of Second Harvest Food Bank of Orange County, Inc. I understand that such participation presents a risk of injury/illness, and I agree to assume any and all risk for injuries/illnesses arising out of, or related to, participation in the various activities and understand that the Released Parties (as such term is defined below) shall **NOT** be responsible or liable for any injury/illness, damage, loss or expense to the minor(s) listed below and/or their property incurred as a result of my participation in such activities.

To ensure the health and safety of its employees, clients, volunteers and property, Second Harvest Food Bank of Orange County, Inc. (SHFBOC) requires that volunteers (or potential volunteers) be able to perform their assignments unimpaired by any substance, including illegal drugs, alcohol or legal substances that may impact their ability to safely perform their assigned duties or projects. I understand and accept SHFBOC reserves the right to refuse, for any reason and without explanation, entrance to their property or performance of services by the minor(s) listed below, based on the above stated policy. I understand and accept SHFBOC reserves the right to excuse any minor(s) listed below as a volunteer without explanation if SHFBOC policies and regulations are violated during the time volunteering occurs at any SHFBOC event or property. My signature indicates that I have read and agree without dispute to SHFBOC's policies and regulations for volunteers.

As a condition of participation in these activities, on behalf of myself, the minor(s) listed below, and my successors and assigns, I hereby agree to forever release, discharge, acquit, hold harmless and indemnify, Second Harvest Food Bank of Orange County, Inc., their affiliates and their respective members, partners, principals, shareholders, directors, officers, agents, employees, volunteers, and representatives (including, without limitation, any landowner, landlord, land manager or tenant who grants access to any property for purposes related to the Second Harvest Food Bank of Orange County, Inc. and their respective successors and assigns ("Released Parties"), from any and all charges, complaints, claims, demands, obligations, damages, actions, causes of action, suits, rights, costs, losses, debts expenses (including attorney's fees and costs) liabilities, and indebtedness, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated arising from, under, or related to, any act or omission of any of the Released Parties, or otherwise in any way related to, or arising from, participation in the Second Harvest Food Bank, Inc. ("Released Matters"). I acknowledge and agree that the releases made herein constitute final and complete releases of the Released Parties with respect to all Released Matters, and that by signing this Agreement, I am forever giving up the right to sue or attempt to recover money, damages or any other relief from the Released Parties for all claims I and/or the minor(s) listed below may have with respect to the Released Matters (even if any such claim is unforeseen as of the date hereof). I understand California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR."

Signature of parent/legal guardian of minor(s) listed below: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**The minimum age is 13 years old for the Food Distribution Center (FDC) and 7 years old for Harvest Solutions Farm.**

**\*\*Please print the name and age of the minor(s) you are authorizing to participate in volunteer activities\*\***

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_