

**COMMUNITY FOOD BANK OF SAN BENITO COUNTY
VOLUNTEER RELEASE AND CONFIDENTIAL INFORMATION AGREEMENT**

Thank you for volunteering with the Community Food Bank of San Benito County (“CFB”). With only a few full-time employees, CFB feeds over 4,000 people each week by relying on community donations and volunteer assistance. Your time with us makes a difference for the one-in-five members of our community who cannot afford to meet their basic nutritional needs.

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In consideration of the opportunity afforded me to participate as a volunteer for CFB, I agree as follows:

1.—Voluntary Participation. I acknowledge that I have voluntarily applied to be a volunteer for CFB. I understand that as a volunteer, I will not be paid for my services, and that I will not be covered by or eligible for any CFB insurance, health care, worker’s compensation, or other benefits. I understand that my participation with CFB may be terminated at any time by CFB or by me.

2.—Volunteer Handbook. I acknowledge that I have received a copy of the CFB Volunteer Handbook. I understand that I am responsible for knowing and abiding by the policies set forth in the Handbook during my association with CFB. I understand that the policies contained in the handbook represent CFB’s current policies and procedures, and are not intended to create any contractual rights or obligations.

3.—Confidential Information. I understand that during my participation as a volunteer for CFB, I may have access to sensitive or confidential information. This confidential information may include, but is not limited to: identity, address, contact information, race, disability status, and income information (including W2, SSI/SSD, rent checks, social security statements, bank statements, income tax returns, and other financial information) relating to member recipients of CFB services. At all times during and after my participation, **I will hold in confidence and will not disclose or use any such confidential information**, except as may be required by my duties as a volunteer for CFB, or as expressly authorized in writing by the Executive Director of CFB.

4.—Assumption of Risk. I am aware that, in participating as a volunteer, I may be exposed to personal injury or death or damage to my property or equipment as a result of my activities, the activities of member recipients, employees, or other volunteers, the materials or equipment used, or the conditions under which my volunteer services are performed. I acknowledge that there may exist hazardous conditions at the worksite. I may be working with equipment, supplies, and other materials that can cause injury, and these materials may also be handled by other unskilled volunteers. I understand that my own safety is my own personal responsibility, and that I am free at any time to refuse, and should refuse, to do anything with CFB that I believe poses a hazard to me or anyone else, or to my property or anyone else’s. **WITH KNOWLEDGE OF THESE RISKS, I AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH OR DAMAGE TO MY PROPERTY.**

5.—Release of Liability. I agree that I, my successors, assignees, heirs, insurers, agents, guardians, and legal representatives **WAIVE AND RELEASE ANY RIGHTS, ACTIONS, OR CAUSES OF ACTION** against CFB, its officers, directors, and employees, the suppliers of any materials used, and any of CFB’s volunteers, or member recipients, (collectively, the “Released Parties”) **FOR INJURY, DEATH, LOSS OF USE, DAMAGES ARISING OUT OF OR RESULTING FROM THE ACTS OR OMISSIONS OF ANY PERSON OR ENTITY OR MY ACTIVITIES AS A VOLUNTEER.** This includes, without limitation, negligence of any of the Released Parties, whether active or passive, sole or comparative, or other negligence, however caused, arising from or relating to CFB or my participation with CFB in any way.

~~6.~~ **Medical Release.** I release and forever discharge the Released Parties from any claim whatsoever arising or that may arise on account of any first aid, treatment, or medical service, including the lack of such or timing of such, rendered in connect with my participation as a volunteer.

~~7.~~ **Media Authorization.** I consent to the unrestricted use by CFB, or any person authorized by CFB, in any medium, including the internet, of any photographs, recordings, interviews, videotapes, film, or similar visual or auditory recordings of me created in connection with my participation as a volunteer.

~~8.~~ **Return of Property.** At the end of my participation as a volunteer, or upon CFB's request at any other time, I will deliver to CFB all of CFB's property, equipment, and documents, together with all copies, regardless of whether such property contains Confidential Information.

~~9.~~ **Severability, Survival, and Waiver.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. I understand that this agreement will survive the termination of my participation and the assignment of this Agreement by CFB to any successor or other assignee and will be binding upon my heirs and legal representatives.

This Agreement will be effective as of the date appearing below.

Volunteer:

I have read, understand, and accept this Agreement and have been given adequate time to review it and ask questions.

Participant's Signature _____

Printed Name _____ Date _____

Address _____

THANK YOU FOR VOLUNTEERING FOR THE COMMUNITY FOOD BANK OF SAN BENITO COUNTY