

Good Shepherd Food Bank of Maine

3121 Hotel Road, Auburn, ME 04210-1807

11 Penobscot Meadow Drive, Hampden, ME 04444

Volunteer Release and Waiver of Liability

Please read carefully! This is a legal document, which affects your legal rights!

The Volunteer desires to work as a volunteer for Good Shepherd Food Bank of Maine (GSFB) and engage in the activities related to being a volunteer. The Volunteer disclaims any right to be reimbursed for the time spent and labor performed for the Food-Bank. The Volunteer understands that the activities may include working in a warehouse environment including near or around conveyor belts, dollies, forklifts or other warehouse machinery; lifting heavy boxes of food; being transported to and from work site locations; and consuming food bought or donated for the volunteer projects.

The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. WAIVER AND RELEASE

Volunteer does hereby release and forever discharge and hold harmless GSFB, its affiliated organizations and its successors and assigns from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the Volunteer's work for GSFB. Volunteer understands that this Release discharges GSFB from any liability or claim that the Volunteer may have against GSFB with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for GSFB whether caused by the negligence of GSFB or its affiliated organizations, officers, directors, employees, agents or otherwise. Volunteer also understands that, except as GSFB has disclosed in writing, GSFB 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, in the event of injury or illness.

2. MEDICAL TREATMENT

Volunteer does hereby release and forever discharge GSFB from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work for GSFB.

3. ASSUMPTION OF THE RISK

The Volunteer understands that GSFB's work may include activities that may be hazardous to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases GSFB from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for GSFB.

4. INSURANCE

GSFB does not carry or maintain, and expressly disclaims responsibility for providing any special health, medical or disability insurance coverage for the Volunteer. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT.

5. PHOTOGRAPHIC RELEASE

Volunteer does hereby grant and convey unto GSFB all right, title and interest in any and all photographic images and video or audio recordings made by GSFB during GSFB's work, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. AGE RESTRICTIONS

All Volunteers below 18 years of age and below must have a signed release from their parent or legal guardian. Volunteers under the age of 16 may not work near any moving conveyor belts. Any operators of the box crushers must be 18 years or older. Volunteers ages 14 and 15 must be accompanied by a non-GSFB-staff, adult supervisor. All volunteers must be ages 14 and older.

7. SAFETY REMINDERS

Volunteer has read the Warehouse Safety Reminders given with this Waiver of Liability form prior to volunteering on the construction site.

8. THEFT OF PROPERTY, PRODUCT AND TIME CARD FRAUD

Good Shepherd Food Bank has zero tolerance for theft. Any person found or suspected of theft or time card fraud while volunteering dismissed immediately. A volunteer that is found or suspected of theft or time card fraud will forfeit credit for any reportable hours for community service purposes.

9. OTHER

Volunteer understands that it is inappropriate behavior to report for volunteer assignment intoxicated or under the influence of non-prescribed drugs and volunteer will be asked to leave the volunteer site for such inappropriate behavior.

Volunteer expressly agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of Maine, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maine. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Printed Name of Volunteer: _____ Date: _____

Signature of Volunteer: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____

(Required if volunteer is below 18 years of age)

GROUP NAME: _____

Please fill-out and bring this completed Waiver of Liability form with you.