

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in volunteer (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Extended Hands Food Bank, located at 16548 E Laser Dr. #6 & #7, Fountain Hills, Arizona 85268, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Extended Hands Food Bank against any claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises under any claims made by me or by anyone else acting on my behalf. If Extended Hands Food Bank incurs any of these types of expenses, I agree to reimburse Extended Hands Food Bank.

I acknowledge that Extended Hands Food Bank and its directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures of any party or entity conducting a specific event or activity on behalf of Extended Hands Food Bank.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Extended Hands Food Bank AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Extended Hands Food Bank FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Extended Hands Food Bank, its agents, and employees.

If I should require medical care or treatment, I agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my health insurance.

If any damage to equipment or facilities occurs because of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Extended Hands Food Bank agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language by the purposes for which it is entered into.

If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Relationship</u>	<u>Contact Telephone</u>
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I, the undersigned participant, affirm that I am of the age of 18 years or older and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

If the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I at this moment certify that I am the parent or guardian of _____, named above, and do at this moment give my consent without reservation to the preceding on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

WORKPLACE HARASSMENT POLICY

Policy

Our Anti-harassment policy expresses our commitment to maintaining a workplace that's free of harassment, so our volunteers and clients can feel safe and happy. We will not tolerate anyone humiliating or sabotaging others in our workplace. We also prohibit willful discrimination based on age, sexual orientation, ethnicity, race, religion, political stance, or disability.

Scope

This workplace harassment policy applies to all volunteers, public visitors, and anyone else whom volunteers meet at work. Workplace harassment is any unwelcome behavior that humiliates or creates a hostile or offensive work environment. This includes written (including electronic), verbal, or physical harassment.

What is the **definition of harassment** in the workplace?

Harassment encompasses bullying, intimidation, direct insults, and malicious victimization. We cannot provide an exhaustive list, but here are some examples of what we consider to be harassment:

- Sabotage someone's work on purpose.
- Engaging in frequent or unwanted advances of any nature.
- Commenting derogatorily on a person's ethnic heritage or religious and political beliefs.
- Starting or spreading rumors about any person's personal life
- Ridiculing someone in front of others or singling them out to perform tasks unrelated to the job (e.g. bringing coffee) against their will.

-Harassment of any kind will be thoroughly investigated, and appropriate action will be taken following the three-strike rule.

-Sexual harassment is a serious offense, and any allegations will be thoroughly investigated. If any volunteer is found guilty of sexual harassment, they will be immediately dismissed.

-If you witness or are subject to such harassment contact/communicate with:

Volunteer Coordinator: Whoever is on duty at the time.

Management: Either the Assistant Director or the Executive Director.

ACKNOWLEDGMENT REGARDING WORKPLACE HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

-I have received and read the Extended Hands Food Bank workplace harassment, discrimination, and retaliation policy. I acknowledge that the Extended Hands Food Bank expects me to comply with the workplace harassment policy. Additionally, I have received a handout listing examples of inappropriate workplace behaviors.

-I have also attended training that explained the harassment policy. I had the opportunity to ask questions about the policy and the training provided.

-I am aware of how to report violations of the policy to the appropriate persons within the food bank.

Volunteers Signature

Today's Date

This form will be scanned into the employee's official personnel file.

Photo Release Form

I, _____, grant Extended Hands Food Bank permission to use my photo for digital and print media to include social media for promotional and any purpose they deem necessary (e.g. Instagram, Facebook, website, etc.)

Signature: _____

Date: _____