



Waste Not OC Volunteer Agreement

I, the undersigned, an adult 18 years or over, and any minor(s) listed below, hereby request to participate in the Volunteer Activities of Waste Not OC (WNOC).

I understand and accept WNOC reserves the right to excuse me, and/or any minor(s) listed below, as a volunteer without explanation if I violate WNOC policies and regulations during my time volunteering at WNOC or any WNOC partner agencies, event or property.

I confirm that I agree with the WNOC policies and procedures for Food Recovery. This agreement is made between myself and WNOC and/or its member partner agencies. I confirm I will donate my services to WNOC and/or its member partners agencies.

I recognize that I am not an employee of WNOC and will not gain financially from the time spent volunteering. I am not warranted any benefits of an employee or privileges of an employee of WNOC or its fiscal sponsor. It is mutually understood that my volunteer services are donated, and I am not entitled nor expect any present or future salary, wages or other benefits for my voluntary services.

I agree to follow the practices and procedures taught in the training of all food recovery volunteers. I will adhere to the direction given by the personnel or employees of WNOC including health and safety standards provided by WNOC.

I have reviewed the safety and health standards for food recovery provided by WNOC and will comply with each policy for the safe pickup and delivery of the excess food given to WNOC partner agencies. I have been provided with all resources and understand the health and safety requirements in order to comply with the WNOC standards of food recovery.

I will adhere to the confidentiality of those I come in contact with including addresses, phone numbers, names, and other private information of WNOC, partner organizations, donors, recipients and/or clients.

I understand that in volunteering for WNOC there may be some physical activity such as lifting that I will be required to do. I understand that I will be acting as a volunteer and will inquire risk personally. I will take great care in any physical activity required by volunteering for WNOC and will only engage in physical activity I deem safe and willing to take personal responsibility for. As a Food Runner, I agree to use my personal vehicle to transport excess food to those in need and any accident or damage to my vehicle will be taken at a personal risk. I hold WNOC, its fiscal sponsor and any of its member partners harmless.

I understand that I am representing WNOC during every moment of my time as a volunteer and will conduct myself appropriately. I will be courteous, kind and respectful of any person I interact or come in contact with.

I declare that I have never been convicted of any crimes of abuse, violence, sexual offense, kidnapping, child abduction, child endangerment, rape, etc...

I hereby confirm:

1. To be a safe, responsible driver.
2. To follow all provincial and state licensing laws and to abide by any additional requirements placed on me by WNOC.
3. To never to drive while under the influence of alcohol, drugs or legal substances that may affect my ability to execute any task or project involving WNOC or WNOC partner.
4. To avoid distractions when I am behind the wheel, including loud music, eating, drinking, using a cell phone, or engaging in distracting conversations with other passengers.
5. To take responsibility for any accidents that occur.
6. To follow all provincial and state driving laws (speed limits, construction zones, etc).
7. To provide a valid California Driver's License.
8. To adhere to safe driving conditions (seatbelt, breaks, headlight, brake light, turn signal, etc....functions).
9. To have adequate personal auto insurance at all times.



I hereby release WNOC, it's employees, it's fiscal sponsor, any and all of it's member partner agencies from any and all liability, responsibility, costs or damages related in any way to volunteering for WNOC. This is including but not limited to sickness, personal injury, property damage, indirect or direct illness or distress. I understand WNOC does not cover me in their workers compensation insurance if I am injured while volunteering, understanding that I am taking personal risk.

I understand and acknowledge that WNOC shall have no responsibility or liability for any of my actions, failures to comply with health, negligence, conduct and safety regulations at any time. I release WNOC and its employees from any and all damages, fees, claims, liabilities or costs from any subsequent actions.

I give my permission to be photographed or documented while volunteering for WNOC. I authorize WNOC to use my image in WNOC social media posts, website content, newsletters, videos and other publications.

I understand and will abide by WNOC's social media policy.

As a condition of participation in these activities, on behalf of myself, and my successors and assigns, I hereby agree to forever release, discharge, acquit, hold harmless and indemnify, Waste Not OC Coalition, 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 Waste Not OC Coalition 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 Waste Not OC Coalition. ("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 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.”

I, being aware of Section 1542, hereby expressly waive any and all rights I may have there under and do so understanding and acknowledging the significance and consequence of such specific waiver.

I have read and agreed to all the terms presented by Waste Not OC Coalition Volunteer Agreement.

****Please sign below if bringing age-appropriate minors to participate in volunteer activities.**

_____ Age _____ Age _____

_____ Age _____ Age _____

_____ Age _____ Age _____

Signature parent/guardian of minor under 18: _____ Date: ____/____/____