Superstition Community Food Bank 575 N Idaho Road, Suite 701
Apache Junction, AZ 85119
480-983-2995
SuperstitionFoodBank.org
Army of Torches
anarmyoftorches@gmail.com www.armyoftorches.com

Volunteer Liability Waiver and Agreement

The Superstition Community Food Bank is a charitable, non-profit organization with a mission to alleviate hunger by providing nutritious food to people in need. The Food Bank regularly engages volunteers in its activities. Army of Torches is also a non-profit organization with a mission to instill leadership skills and community service values. In consideration for my ability to participate in Food Bank activities, by signing below, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree that:

1. **Policies and Safety Rules.** For my safety and that of others, I will comply with the Food Bank's volunteer policies and safety rules and its other directions for all volunteer activities. **CLOSED-TOE SHOES ARE REQUIRED**. Volunteers must be 12 years of age or older. Volunteers who are 12-16 years old must be accompanied by an adult.

2. **Awareness and Assumption of Risk.** I understand that my volunteer activities may have inherent risks that may arise from the activities themselves, the Food Bank's operation, Army of Torches operations, my own actions or inactions, or the actions or inactions of the Food Bank and Army of Torches, its directors, officers, employees and agents, other volunteers, and others present at the Food Bank. These risks may include, but are not limited to, working around vehicles, lifting objects, and performing repetitive tasks. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence or participation at Food Bank program sites or participation in Food Bank activities, regardless of the cause.

3. **Waiver and Release of Claims.** I waive and release any and all claims against the Food Bank, Army of Torches, Hourglass Productions LLC, its directors, officers, employees, volunteers and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at the Food Bank, or participation in activities on behalf of the Food Bank and/or Army of Torches, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

4. **Medical Care Consent and Waiver.** I authorize the Food Bank to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Food Bank to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or time of such, made in connection with my volunteer activities with the Food Bank and Army of Torches.

5. **Indemnification.** I will defend, indemnify, and hold the Released Parties harmless from and against any and all loss, damages, claims, expenses and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my volunteer activities for the Food Bank,

Hourglass Productions LLC, and Army of Torches, except and only to the extent the liability is caused by gross negligence or willful misconduct of the relevant Release Party.

6. **Publicity.** I consent to the unrestricted use of my image, voice, name and/or story in any format including video, print or electronic (collectively the "Materials") that the Released Parties or others may create in connection with my participation in activities at or for the Food Bank and/or Army of Torches. The Food Bank, Army of Torches, and Hourglass Productions LLC may make the Materials available at its discretion to third parties, including photos or streamed or other videos, on the Food Bank's website and internal displays, in the Food Bank's publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product. The consent is irrevocable, and worldwide.

7. **Confidentiality.** As a volunteer, I may have access to sensitive or confidential information. This information includes, but is not limited to, identity, address, contact information, credit card numbers, and financial information of Food Bank clients, volunteers, donors, and staff. At all times during and after my participation, I agree to hold in confidence and not disclose or use any such confidential information except as required in my Food Bank or Army of Torches volunteer activities or as expressly authorized in writing by the Food Bank's Operations Manager and/or Executive Director.

8. **Volunteers Are Not Employees.** I understand that (1) I am not an employee of the Food Bank, (2) that I will not be paid for my participation, and (3) I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with the Food Bank.

COMMUNITY SERVICE INDIVIDUAL CONTACT INFO/SIGNATURE REQUIRED

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP:_____

PHONE: _____

EMAIL: _____

_____

Signature Date Legal Guardian's Signature (if under 18)

_____

Print Name Print Legal Guardian's Name (if under 18)

Emergency Contact (if Parent/Guardian cannot be reached):

Name: _____

Phone:(_____) _____ - _____