



**VOLUNTEER ASSUMPTION OF RISK
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR:
SECOND HARVEST FOOD BANK OR ORANGE COUNTY, INC.
8014 Marine Way, Irvine, CA 92618 949.653.2900**

Adult Name _____ Telephone _____
Address _____ Email _____
City _____ State _____ Zip _____ Group Name _____

I, the undersigned, an adult 18 years or over, and any minor(s) listed below, hereby request to participate in the Volunteer Activities of Second Harvest Food Bank of Orange County, Inc. and Orange County Harvest. I understand that such participation presents a risk of injury/illness, and I agree to assume any and all risk for injuries/illnesses arising out of, or related to, participation in the various activities and understand that the Released Parties (as such term is defined below) shall **NOT** be responsible or liable for any injury/illness, damage, loss or expense to me and/or my property incurred as a result of my participation in such activities.

To ensure the health and safety of its employees, clients, volunteers and property, Second Harvest Food Bank of Orange County, Inc. (SHFBOC) requires that volunteers (or potential volunteers) be able to perform their assignments unimpaired by any substance, including illegal drugs, alcohol or legal substances that may impact their ability to safely perform their assigned duties or projects. I understand and accept SHFBOC reserves the right to refuse, for any reason and without explanation, my entrance to their property or performance of services based on the above stated policy. I understand and accept SHFBOC reserves the right to excuse me, and/or any minor(s) listed below, as a volunteer without explanation if I violate SHFBOC policies and regulations during my time volunteering at any SHFBOC event or property. My signature indicates that I have read and agree without dispute to SHFBOC's policies and regulations for volunteers.

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, Second Harvest Food Bank of Orange County, Inc., Orange County Harvest, 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 Second Harvest Food Bank of Orange County, Inc. 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 Second Harvest Food Bank, Inc. ("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.

Adult Signature: _____ Date: ____/____/____

The minimum age is 13 years old for the Food Distribution Center (FDC) and for the Harvest Solutions Farm.

****Please print the minors' names and ages and sign below if you are bringing minors to participate in volunteer activities****

_____ Age _____ _____ Age _____
_____ Age _____ _____ Age _____
_____ Age _____ _____ Age _____

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



ALL MEDIA RELEASE FORM

I consent to the photographing/videoring of my person and/or my minor child, and/or property and authorize the use of my photograph/video, name, likeness, voice, and words ("Photographs") and grant to Second Harvest Food Bank of Orange County ("Second Harvest") and member agencies and anyone authorized by them (collectively "Second Harvest and its agents") permission to use, reproduce, display, broadcast, alter, modify, and/or copyright, and renew all Photographs/Videos or likeness, taken by Second Harvest or its agents, or provided to Second Harvest or its agents, for any purpose including, but not limited to, use in advertising, promotional, public relations, educational and fundraising materials, all media including, without limitation, in broadcast, cable, electronic, and print media (Second Harvest materials) without limitation or compensation (such use being herein defined as the "Use"). I agree that the Photographs/Videos, images and likeness become the property of Second Harvest and may not be returned. I understand that Second Harvest shall own all rights and I waive all right to inspect or approve of my Photographs' use in Second Harvest materials. I understand that I will not have any rights of ownership. I understand that my photograph/video, likeness, voice, or words will not necessarily be used by virtue of this agreement.

I declare that: (1) I am of legal age and I have every right to contract in my own name, or my parent or legal guardian has signed below; (2) I have every right to grant Second Harvest the use of my Photograph/Video or likeness without violating other commitments; and (3) the appropriate releases and/or authorizations have been obtained from any and every person shown in any Photographs I provided to Second Harvest.

I hereby agree to hold Second Harvest and its agents harmless from any past, present and future claims, actions, demands, liability, rights, damages or losses ("Claims"), that I, my beneficiaries, administrators, executors or assigns had, have now, or may have in the future in connection with the Photographs or likeness and/or the Use, including without limitation, any actions, for trademark or copyright infringement, violations of rights of publicity or privacy, or for blurring, distortion, alterations, optical illusion, or any use of the Photographs/Videos. I agree to hold Second Harvest and its agents harmless from any Claim by any third party arising out of any inaccuracy or breach of any representation and warranties herein.

I understand and agree: (1) that this Release is binding and (2) this Release constitutes an agreement between myself and Second Harvest and no waiver, modification, or addition to this Release shall be valid unless in writing and signed by the parties. I have read this Release or have had it read to me. I understand its contents and sign it voluntarily and of my own free will.

ACCEPTED AND AGREED TO:

Participant Signature: _____

Print Full Name: _____

Address: _____

Telephone: _____ Date: ____/____/____

IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS:

I warrant that I am the parent or legal guardian of the minor child named below, and I irrevocably consent to and authorize all of the foregoing on behalf of the minor child and myself.

Print Minor Child Name: _____

Name of the Parent/Legal Guardian: _____

Signature: _____ Date: ____/____/____

For office use - Location: _____ Interviewer/Photographer: _____

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