



### **Volunteer Confidentiality & Liability Waiver Agreement-p. 1**

We are pleased that you have decided to volunteer your services to JUST FOOD. Our programming relies heavily upon volunteers and could not succeed without you. JUST FOOD is a private, charitable, non-profit organization with a mission to alleviate hunger in our community by providing food, educating the public, and promoting public policies that address hunger and its root causes. Just Food regularly engages volunteers in its activities. In consideration for the privilege of serving as a volunteer, by signing below, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree that:

1. As a volunteer, I may have access to sensitive or confidential information "Confidential Information." Confidential Information includes, but is not limited to, identity, address, contact information, credit card numbers, and financial information of Just Food shoppers, volunteers, donors, and staff. Confidential Information includes any and all family and personal information from the shopper database or sign-in sheets, as well as the fact that any particular individual or family is, in fact, a shopper at Just Food.
2. No Confidential Information about shoppers will be discussed with family, friends, coworkers or anyone outside of the Just Food program.
3. For Confidential Information to be shared with other agencies or professionals, verbally or in writing, written authorization must first be obtained from the shopper. The only exception is a request made by law enforcement officers; they will be informed in writing of the decision made by the Just Food staff. The Just Food Executive Director must be notified immediately of any request to share information before it is released.
4. Access to shopper data is limited to the Just Food staff and volunteers and professional staff with other legitimate agencies in the community. Access to shopper data files by anyone must be approved by a member of the Just Food staff.
5. All notes, other written material on paper or on the computer will be kept in secure places and not left out for public view.
6. Discussion regarding specific shoppers will be held in offices, behind closed doors or other places where privacy can be ensured.
7. No Confidential Information concerning or arising from private meetings will be discussed with family, friends, or outside coworkers.
8. No volunteer will interfere with or discuss any employee's personal or professional problems with family, friends, other volunteers, facility staff or outside coworkers.
9. I agree that for my safety and that of others, I will comply with Just Food's volunteer policies and safety rules and will make every effort to obey safety precautions as listed in writing and as explained to me verbally. I will ask for clarification when needed.
10. I understand that my volunteer activities may have inherent risks that may arise from the activities themselves, the Food Bank's operations, my own actions or inactions, or the actions or inactions of the Food Bank, its directors, employees and agents, other volunteers, and others present at the Just Food. These include but are not limited to falling, slipping, items dropped etc. I understand that my participation is voluntary and 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 Just Food program sites or participation in Just Food activities, regardless of the cause. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

### **Volunteer Confidentiality and Liability Waiver Agreement-p. 2**

11. I waive and release any and all claims against the Just Food, 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 Just Food, or participation in activities on behalf of Just Food, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue

***\*\*Please return a signed copy to VOLUNTEER MANAGER on or before your first shift.***

any of the Released Parties on the basis of these waived and released claims. I understand that Just Food would not permit me to volunteer without my agreeing to these waivers and releases.

12. I authorize Just Food to provide 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 Just Food 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 timing of such, made in connection with my volunteer activities at Just Food.

13. 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 Just Food, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

Volunteer acknowledges that they acknowledge that they are not a "workman" or "employee" or "worker" under the Kansas Worker's Compensation Act and that they are a volunteer (KSA 44-508 et. seq.).

My signature below communicates that I have read, understand and agree to abide by both sides of this agreement.

☐ I certify that I have not been convicted of any violent felonies or sexually violent crimes, as defined under Kansas law. I also certify that I do not have any active or pending restraining orders.

(This doesn't necessarily preclude you from volunteering; we will review these on a case-by-case basis.)

Email: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ May we text you? Yes No

Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency contact \_\_\_\_\_ Phone Number \_\_\_\_\_

To be completed by parent or guardian if volunteer under 18 years old:

Guardian name \_\_\_\_\_ Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Just Food Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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