



## Empowering the Masses VOLUNTEER WAIVER AND RELEASE OF LIABILITY

The volunteer hereby freely, voluntarily and without duress executes this release under the following terms:

- 1. Release and Waiver.** Volunteer does hereby release and forever discharge and hold harmless Empowering the Masses and its successors and assigns from all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with Empowering the Masses Food Bank. Volunteer understands that this release discharges Empowering the Masses from any liability or claim with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities. Volunteer understands that Empowering the Masses does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- 2. Medical Treatment.** Volunteer does hereby release and forever discharge Empowering the Masses Food Bank from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with Empowering the Masses Food Bank.
- 3. Assumption of Risk.** The volunteer understands that the activities/work may be hazardous to the Volunteer, including, but not limited to lifting, loading, and unloading, and another warehouse activity. Volunteer hereby expressly and specifically assumes the risk of injury or harm and releases Empowering the Masses Food Bank.
- 4. Insurance.** The volunteer understands that, except as otherwise agreed to by Empowering the Masses Food Bank in writing, Empowering the Masses does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain their own medical or health insurance
- 5. Confidentiality.** I agree to maintain the confidentiality of all clients, volunteers, agency staff, donors, Empowering the Masses Food Bank staff members and other individuals about whom I may have personal and identifying information. I will not disclose any information I may hear about clients, volunteers, agency staff, donors, Empowering the Masses Food Bank staff members or other individuals during my service with the Empowering the Masses Food Bank. I understand that the Empowering the Masses Food Bank has a legal and ethical responsibility to maintain clients, volunteers, agency staff, donors, Empowering the Masses Food Bank staff privacy.
- 6. Use of image.** I consent to the photographing of my person and property and the use of my photograph, name, likeness, voice, and words ("Photographs") and grant to the Empowering the Masses national office and member food banks and anyone authorized by them (collectively, "Empowering the Masses and its agents") permission to use, reproduce, display, broadcast, alter, modify, and/or copyright and renew all Photographs or likeness, taken by Empowering the Masses or provided to Empowering the Masses, 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, digital and print media ("Empowering the Masses Materials"), without limitations or compensation (such use being defined herein as the "Use").

I hereby agree to hold Empowering the Masses 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, alteration, optical illusion, or any use of the Photographs. I agree to hold Empowering the Masses and its agents harmless from any Claim by any third party arising out of any inaccuracy or breach of any representations and warranties herein.

**7. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Texas, and that this Release shall be governed by and interpreted in accordance with the laws of Texas. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release which shall continue to be enforceable.

Date \_\_\_\_\_ Print Name \_\_\_\_\_

Volunteer Signature \_\_\_\_\_

If volunteer is 18 years of age or under, the parent or guardian must also sign below

Parent or Guardian \_\_\_\_\_