

# Food Bank of The Rockies' Volunteer Policy & Procedure, Liability, Assumption Of Risk And Publicity Rights Agreement

**General Safety:** Cell phones, headphones, iPods, or other personal audio devices are not allowed on the warehouse floor. Volunteers must refrain from horseplay on company premises.

**Clothing:** FBR is a warehouse environment. Dress must be appropriate and comfortable for physical activity. Weather appropriate, closed toe shoes (sneakers, work boots) and clothing appropriate for a warehouse workplace setting are required. No clothing that is overly revealing or suggestive is permitted. Shirts/tops must have a strap over each shoulder and the bottom of shirts/tops must meet or be longer than the top of the pants so that the midriff is not exposed. No halters, tubes or single shoulder strap shirts are allowed. No undergarments may be visible when in normal posture (sitting or standing). Clothing that has a derogatory message or that promotes, suggests, or depicts violence is prohibited.

**Alcohol & Drugs:** FBR is committed to a safe, healthy and productive environment. Volunteers are prohibited from possessing, using, being under the influence or selling drugs and alcohol that can alter judgment, as determined in the sole discretion of FBR. The possession, use, consumption and/or sale of such substances, including marijuana for either recreational or medicinal purposes, while volunteering for FBR will not be tolerated.

**Ethics:** Dishonesty and theft are not tolerated. Donated food on the warehouse floor or back areas is designated for agencies and NOT available for consumption. This includes "free" product.

**Anti-Violence:** FBR strives to maintain a safe work environment free from intimidation, threats, or violent acts. Volunteers must not engage in intimidation, bullying, threats or hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, use of weapons, carrying weapons (regardless of whether or not the person is licensed to carry the weapon) onto FBR property, or any other act, which in the company's opinion, is inappropriate to the organization. In addition, bizarre or offensive comments regarding violent events and/or behavior are not tolerated.

**Smoking:** Smoking is prohibited within all areas of the building and within 15 feet of the main entrance into the building. Everyone may only smoke in designated outdoor areas (outside by dock door 1).

**Confidentiality:** Volunteers may at times have access to confidential information of the company and our clients. Confidential information includes, but is not limited to, information concerning donors, clients, volunteers, employees, and similar subjects. You may not disclose any sensitive, proprietary, confidential information, unless otherwise required by law.

**At-Will Relationship:** A volunteer's status may be terminated at any time by the volunteer, or by Food Bank of the Rockies for any reason, with or without cause.

**Training:** We are committed to warehouse sanitation and food safety, and all volunteers will receive appropriate training for their areas in this regard. Certain volunteer activities require additional training, and volunteers are not to undertake such activities without being properly trained, e.g. compactors, floor scrubbers, deliveries, etc.

**Auto Insurance:** Volunteers are not to operate personal vehicles for volunteer activities unless they have the minimum amount of liability insurance required by law.

**Background Check:** FBR checks all volunteers against the Dru Sjodin National Sex Offender Public website and will determine eligibility based on the results.

***This list is not all-inclusive, and volunteers are expected to comply with FBR policies as instructed by FBR personnel and as may be modified from time to time.***

I understand that the Food Bank of the Rockies ("FBR") is a non-profit organization that sponsors events and organizes assistance with box packing, distribution, and other activities. I may elect to volunteer my services to FBR on an as-

needed, part-time basis to perform various services, including volunteering at events and activities sponsored by FBR ("Volunteer Activities"). I understand that participation in Volunteer Activities could result in mishap or injury to me and/or my property, including the potential for serious injury or death and monetary loss. I agree to take all reasonable safety precautions to protect myself and my property. I expressly and voluntarily assume and take full responsibility for all risk of property damage, monetary loss, personal injury and death sustained by me while participating in Volunteer Activities, whether or not caused by another's negligence. I expressly release, indemnify and hold harmless the Released Parties (as defined below) from any and all liability, claims, demands, causes of action, damages, losses, costs, fees and expenses that may accrue to me or any other person or entity arising out of or relating to participation in Volunteer Activities, including, but not limited to, losses caused by the negligence of one or more Released Parties. "Released Parties" means FBR, its affiliated entities, and its current, former and future employees, officers, directors, agents, members, insurers and attorneys. I expressly understand and agree that this Release of Liability, Assumption of Risk and Publicity Agreement (this "Agreement") is a contract by which I am releasing any and all claims against, and legal rights with respect to, the Released Parties resulting from any property damage, monetary loss, injury or death sustained as a result of participation in Volunteer Activities, including claims for negligence against any Released Party. I understand that I am releasing such claims on behalf of myself and my spouse, guardians, representatives, heirs, executors, assigns, insurers, and agents. I understand that this means that neither I nor anyone acting on my behalf will be able to hold any Released Party responsible or liable for any loss resulting from participation in Volunteer Activities, including property damage, monetary loss, personal injury or death. I understand that this Agreement is intended to be as broad as permitted by applicable law. If any portion of this Agreement is found to be invalid, illegal or unenforceable, the balance of the Agreement will not be affected in any way and will continue in full force and effect. I grant the Released Parties the right to photograph and/or videotape me in connection with the Volunteer Activities and to display, use and/or otherwise exploit my name, face, likeness, voice, and appearance forever and throughout the world, in all types of media, whether now known or hereafter created, including, without limitation, in online webcasts, blogs, websites, television, motion pictures, films, newspapers, and magazines, and in all forms, including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, without compensation, reservation or limitation ("Publicity Rights"). The Released Parties are, however under no obligation to exercise any Publicity Rights.

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**Name (Printed)**

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**Name of Minor (if applicable)**

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**Signature**

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**Date**

**Expiration**

Signed copies of this waiver expire after 365 days.