



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**

I, an adult 18 years or over, and any minor(s) accompanying me, hereby request to participate in the Volunteer Activities of Second Harvest Food Bank of Orange County, Inc. and Harvest Solutions Farm. **THE MINIMUM AGE is 7 YEARS OLD for Harvest Solutions Farm.** 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.