

VOLUNTEER RELEASE, WAIVER OF LIABILITY AND BACKGROUND CHECK POLICY

This VOLUNTEER RELEASE, WAIVER OF LIABILITY AND BACKGROUND CHECK POLICY (this "**Release**") is executed as of _____, 2023 by _____ ("**I**" or "**me**") in favor of _____
(Date) (Name)

NOSH DELIVERS INC., a not-for-profit corporation organized and existing under the laws of the State of New York and its shareholders, trustees/directors, officers, employees, volunteers, and agents (collectively, the "**Organization**").

I desire to volunteer for the Organization and engage in activities related to being its volunteer (the "**Activities**"). I understand that the Activities may include, but are not limited to, driving to pick up or drop off donations, assisting patrons at the food pantry, stocking supplies and other related activities. I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

Compliance with Policies. I agree and understand that I must comply with the rules and regulations established from time to time by the Organization, including the training and safety rules of the Organization and that failure to do so may result in my immediate removal as a volunteer for the Organization.

Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

Fit for Activities. I certify that I am physically fit and have not been advised not to participate in the Activities by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activities. I agree to inform the Organization if at any time I do not believe I am physically or mentally capable of performing the Activities.

Driver Representations. I will maintain a validly issued driver's license and have provided a copy to the Organization, and the automobile I will be using to perform the Activities is and will continue to be validly registered. I will abide by all applicable motor vehicles laws while performing the Activities.

Medical Treatment. I hereby give consent and authority to the Organization to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services. If I have any food or drug allergies, they will be disclosed on the last page hereto.

Release and Waiver. I hereby fully and forever release and discharge the Organization from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the Organization, and fully and forever release and discharge the Organization from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

Insurance.

- I UNDERSTAND THAT THE ORGANIZATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, AUTOMOBILE OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.
- I also understand that workers' compensation insurance is not available to volunteers and that the Organization does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.
- I certify that, as a volunteer driver, I maintain automobile liability insurance in sufficient amounts as required by applicable law. I understand that I am not covered under any automobile insurance coverage maintained by the Organization and am solely responsible for all costs and expenses incurred for performing any driving activities for the Organization.

Indemnification. I hereby agree to indemnify, defend, and hold harmless the Organization from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my participation in the Activities, whether caused by negligence, or otherwise, arising out of any third-party claim.

Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission, including on all social media forums. I understand this information may be used in publications, including electronic publications, audiovisual presentations, promotional literature, advertising, community presentations, and/or other similar ways and I consent to such use.

Background Checks. I understand that a consumer report (background screening report) may be obtained in connection with my application as a volunteer with the Organization (the "Background Check Policy"). I understand that, if I am approved for volunteer service by the Organization, this background check authorization will be kept on file and may be used at any time during my service to procure further information when, in the judgment of the Organization, such may be necessary. Any person who has been found guilty, pled guilty, or pled no contest, regardless of adjudication, or has a pending charge pertaining to, any sex offenses, or offenses which the Organization deems are disqualifying shall be immediately disqualified from volunteering with the Organization. The Organization also reserves the right to disqualify a person for any crime that would be considered a potential risk to children and/or vulnerable populations. I hereby release and discharge to the extent permitted by law, the Organization, its employees, any individual or agency obtaining information for the Organization, and any personal or professional reference, from any and all claims, damages, losses, liabilities, costs, or other expenses arising from the retrieving, reporting and/or disclosure of information in connection with this background investigation.

Confidentiality. I will not disclose to third-parties any "Confidential Information" provided to me by the Organization, unless authorized to do so by the Organization. "Confidential Information" means non-public trade secrets and intellectual property owned by the Organization that a reasonable person would understand could materially harm the Organization's charitable activities or business if disclosed to competitors.

Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and

permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to any choice of law doctrine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE (INCLUDING THE BACKGROUND CHECK POLICY) AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Email Address: _____

Telephone Number: _____

Address: _____

Date of Birth: _____

Volunteer T-Shirt Size: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email Address: _____

Any allergies, medications, or other information needed in an emergency:

PARENTAL CONSENT FOR MINOR TO VOLUNTEER

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

I am the parent or legal guardian of the minor, _____(the **"Minor"**). I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Organization to obtain medical treatment for such minor and release it from liability in accordance with Section 6 of this Release. I acknowledge and agree that the Activities performed by the Minor as a volunteer will be performed strictly on a voluntary basis, without any pay, compensation, or benefits. I agree and understand that the Minor must comply with the rules and regulations established from time to time by the Organization and that failure to do so may result in the Minor's immediate removal as a volunteer.

I am aware of the nature of the Activities to be performed by the Minor as a volunteer. These activities will include, but are not limited to, the duties listed on the Release. I agree that all volunteer activities are to be performed by the Minor at the Minor's risk and I assume full responsibility therefore.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Address: _____

Date: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email Address: _____

Any allergies, medications, or other information needed in an emergency:
