

RELEASE AND WAIVER OF LIABILITY AND CONFIDENTIALITY AGREEMENT

I desire to participate as a volunteer or complete community service hours for The Food Basket ("TFB"). I understand that as a volunteer I will not be paid or compensated in any manner for my services and have not been promised compensation of any kind in exchange for my services. I further understand that as a volunteer I will not be provided with any medical insurance (and will not be eligible for workers' compensation benefits). In consideration of the opportunity given to me to provide volunteer services, I freely and voluntarily waive and release TFB, as well as its directors, officers, employees, or anyone acting for or on its behalf from any and all liability, claims, suits, demands, and causes of action of whatever nature for my personal injury, death or property damage which arise or may hereafter arise from my participation in volunteer activities. This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen, unforeseen, known, or unknown, and binds me, my heirs, guardians, executors, administrators, legal representatives, or anyone else who might claim on my behalf. I further grant and convey unto TFB all right, titles, and interests in any and all photographic images and video or audio recordings made during my work for TFB, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I hereby waive any and all claims that I might otherwise have for invasions of privacy as well as any and all claims for payment or royalty in connection with any showing of said materials and agree that my consent confers me no rights to ownership whatsoever. Additionally, I agree and recognize that any and all information shared with me as part of my duties as a volunteer is confidential and shall not be divulged to unauthorized individuals, agencies, or organizations. This information includes, but is not limited to information about clients, staff, volunteers, donors, contributors, and other individuals' information learned through working at TFB. I agree not to copy, transcribe, record, or memorize confidential information in any manner, nor disclose or use such information for any purpose other than for the limited purpose of providing the assigned services at TFB. In signing this Release and Waiver, I am not relying on any oral or written representations or statements made by TFB or its employees, agents, and representatives other than what is set forth herein. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Hawaii and is to be governed and interpreted in accordance with the laws of said state. I further agree that if any term or provision of this Release and Waiver is held to be illegal or unenforceable, the validity of the remaining portions shall not be affected

thereby, and the remainder of this Release and Waiver shall be enforced to the fullest extent possible.

I ACKNOWLEDGE I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY & CONFIDENTIALITY AGREEMENT, AGREE TO BE BOUND BY IT.

Printed Name of Participant/Volunteer: _____

Signature of Participant/Volunteer: _____

IF PARTICIPANT IS UNDER 18 PARENT/GUARDIAN SIGNATURE IS ALSO REQUIRED: I CONFIRM THAT I AM COMPLETING THIS APPLICATION FOR MY MINOR CHILD UNDER THE AGE OF 18 AND I AM THE PARENT/GUARDIAN. I ACKNOWLEDGE I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY & CONFIDENTIALITY AGREEMENT, AGREE TO BE BOUND BY IT.

Print Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____