

**Nourishing Hope Volunteer Policies and Agreements  
Volunteer Waiver and Release of Liability**

**Please read and agree to abide by the Nourishing Hope policies below and other policies that may be presented to you upon entry to a Nourishing Hope site. Please also read and agree to the VOLUNTEER WAIVER AND RELEASE OF LIABILITY stated below. Your registration online confirms that you both agree to all Nourishing Hope policies and that you agree to the VOLUNTEER WAIVER AND RELEASE OF LIABILITY. All agreements below are on behalf of yourself, your minor children, and any minor for whom you are legal guardian or legally responsible and require you to explain to and obtain the agreement of your minor children and any minor for whom you are legal guardian or legally responsible Please print these pages and keep them for your records.**

I acknowledge that I have decided to volunteer with Nourishing Hope. I acknowledge that I will receive no compensation from Nourishing Hope for any of my volunteer services. I acknowledge that I am not an employee and understand that my volunteer service for Nourishing Hope may be ended by me or by Nourishing Hope at any time and for any reason. I acknowledge that by volunteering, observing, or otherwise participating in an activity conducted or sponsored by Nourishing Hope or through which Nourishing Hope is providing services (collectively, “a Pantry Activity”).

**RECORDINGS RELEASE**

I grant Nourishing Hope and its affiliates, licenses, and successors the right to use and publish photographs, videos, or other audio or visual recordings (collectively, “Recordings”) of you, your family, and/or property at any Pantry Activity. This release shall extend to any and all use and publications of said Recordings.

I hereby give to Nourishing Hope and their legal representatives and assigns:

- a) The unrestricted right and permission to copyright and use, re-use, publish, and republish photographic/video portraits or pictures of me or which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now and hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) I also permit the use of any printed material in connection therewith.
- c) I hereby relinquish any right that I have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) I hereby release, discharge and agree to hold harmless Nourishing Hope from any liability caused by any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture/video or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel, slander, invasion of privacy, or any other related torts.

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**VOLUNTEER/VISITOR CONFIDENTIALITY POLICY AND AGREEMENT**

I understand that Nourishing Hope uses and will use proprietary and confidential information during a Pantry Activity and that such information (referred to herein as “Confidential Information”) may include but is not limited to: information regarding clients and prospective clients, the services clients obtain or inquire about using, financial information of clients or of Nourishing Hope, personal identifiable information, personnel contact information and any other information that is not made readily available to the public.

I understand that as a volunteer or visitor, I may obtain or be aware of Confidential Information and agree that I (or we) will keep all Confidential Information strictly confidential. I understand that any Confidential Information concerning any potential, current or past client may not be released other than to authorized volunteers and staff.

Specifically, I agree that:

1. I will not reveal the identity, services received, reason for seeking Nourishing Hope services, or destination of anyone who requests assistance from Nourishing Hope unless authorized by Nourishing Hope’s CEO;
2. I will not participate in any discussion that reveals Confidential Information pertaining to Nourishing Hope clients when I am not at the site of or otherwise participating in or observing a Pantry Activity, and will discourage any such discussions by others;
3. I will share Confidential Information about clients only when vital to Nourishing Hope staff inquiries, and then only with Nourishing Hope staff or other Nourishing Hope volunteers while such volunteers are participating in a Pantry Activity;
4. I will respect the anonymity of all Nourishing Hope staff and volunteers by not disclosing their personal information to anyone without expressed prior, written consent.
5. I will not make use of any Confidential Information for my own benefit or for the benefit of anyone other than Nourishing Hope; and
6. Upon termination of my volunteer relationship with the Pantry or at any time upon Nourishing Hope’s request, I will promptly provide to Nourishing Hope any materials that may contain Confidential Information.

## **Nourishing Hope Volunteer Policies and Agreements Volunteer Waiver and Release of Liability**

### **INFORMATION AND REPRESENTATION REQUESTS POLICY AND AGREEMENT**

I understand and agree that I am not authorized to speak on Nourishing Hope's behalf and that only Nourishing Hope's CEO (or his or her appointee) is authorized to speak on behalf of Nourishing Hope to the public, traditional media, social media, government, or otherwise.

I understand and agree that any requests for information or representation regarding Nourishing Hope must be referred to Nourishing Hope's CEO. These requests include, but are not limited to: tours of Nourishing Hope, media inquiries such as newspapers or television stations, calls for speakers, use of Nourishing Hope logo, and solicitation for volunteers, participation in community or local governmental activities or sponsorships. Any inquiries regarding employees' work histories or volunteers' histories also must be referred to Nourishing Hope's Executive Director.

### **VOLUNTEER/VISITOR PRIVACY POLICY AND AGREEMENT**

Nourishing Hope values your willingness to participate and support Nourishing Hope's efforts to provide for those who are food insecure and those in need of other support services. Nourishing Hope also is committed to protecting our volunteers' privacy as volunteers play a critical role in our success.

#### **Protecting Your Privacy**

Nourishing Hope takes great care to ensure that your information is only used by those authorized agents of Nourishing Hope and in accordance with your preferences.

The Pantry does not sell, exchange, or rent your personal information to any organization or individual. The Pantry will not give your personal information to any other organization or individual other than that necessary for the operations of a Pantry Activity.

Information regarding your attendance and hours donated are collected to create aggregate statistics, which are used for grant writing, donation solicitation and organizational reporting. These statistics as documented in such documentaries will not include any personal identifying information beyond what is necessary to aggregate these statistics.

If you have not volunteered with Nourishing Hope for a period of time, we may consider you as "inactive" and you may have to complete a new application, contact and waiver form.

Some volunteer roles at Nourishing Hope require background and security checks. In order to facilitate that background and security check process, Nourishing Hope may request information such as Social Security number or date of birth. We keep personally identifying information in a reasonably secure place and only authorized personnel have access to such information.

#### **Nourishing Hope Obligations**

The Pantry will not use personal information in any way other than described in this policy. Nourishing Hope requires employees, agents and contractors who have access to our volunteer's personal information to protect information consistent with this policy.

**Nourishing Hope Volunteer Policies and Agreements  
Volunteer Waiver and Release of Liability**

**RELEASE AND WAIVER OF LIABILITY REGARDING  
CONFIDENTIAL AND PRIVATE INFORMATION**

I understand and agree that in exchange for applying to become or registering as a Nourishing Hope volunteer or visitor, I may be asked for personal identifying information and other confidential information. I understand that I willingly provide such personal identifying and other confidential information to Nourishing Hope. I understand that on-line forms to volunteer for a Pantry Activity or to sign-up for a mailing list may not be encrypted. I further understand that privacy and security measures taken by Nourishing Hope, its directors, officers, employees, or agents (collectively, "Pantry Parties") may not prevent all loss, misuse or alteration of information and the Pantry Parties are not responsible for any damages or liabilities relating to such failures or breaches.

**CONTACTING NOURISHING HOPE**

If you have questions or concerns regarding any of the Nourishing Hope policies or agreements, please contact Kellie O'Connell, CEO, Nourishing Hope, 1716 W Hubbard Street, Chicago, IL 60622, 773-525-1777, [kellie.Oconnell@nourishinghopechi.org](mailto:kellie.Oconnell@nourishinghopechi.org).

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**VOLUNTEER WAIVER AND RELEASE OF LIABILITY  
AND INDEMNITY AGREEMENT**

I wish to work as a volunteer for Nourishing Hope or to otherwise observe or participate in a program or activity conducted or sponsored by Nourishing Hope or for which Nourishing Hope is providing services (collectively, "a Pantry Activity"). In exchange, I make the following agreements:

1. This Volunteer Waiver and Release of Liability and Indemnity Agreement ("Waiver Agreement") is made on behalf of myself, my heirs, agents, executors, administrators and assigns, and on behalf of any of my minor children and minors for whom I am the legal guardian. The use of the term "I" and "my" shall be construed as broadly as possible under applicable law. I agree to explain the terms and obligations under Nourishing Hope's policies and under this Waiver Agreement to any of my minor children and minors for whom I am the legal guardian who are participating in or observing a Pantry Activity.
2. I agree to abide by all of Nourishing Hope's policies and procedures, including those presented in the Volunteer Orientation session, volunteer manual and policy or procedure updates. I acknowledge that, at minimum, I will review Nourishing Hope's policies and procedures prior to participating in or observing any Pantry Activity. I understand and agree that I have had the opportunity to raise any questions or otherwise discuss the content and terms of any Nourishing Hope policy or this Waiver Agreement with Nourishing Hope with a Nourishing Hope representative.

**Nourishing Hope Volunteer Policies and Agreements**  
**Volunteer Waiver and Release of Liability**

3. I hereby release and waive any claim for liability against Pantry Parties regarding any breach of privacy or security breaches or failures, including if my personal identifying information is released to third parties.
4. This Waiver Agreement restates and reincorporates my agreements under the above-stated Nourishing Hope Recordings Release; Volunteer/Visitor Confidentiality Policy And Agreement; Conflict Of Interest Policy And Agreement; Information And Representation Requests Policy And Agreement; and Volunteer/Visitor Privacy Policy And Agreement.
5. I understand that participation in a Pantry Activity involves inherent risks, including but not limited to, risk of physical or psychological injury, such as food-borne or communicable illness, lifting injuries, cuts, contusions, trips and falls, which may also cause pain, suffering, economic or financial loss, damage to property, illness, disfigurement, temporary or permanent paralysis and/or death. **I assume all risks and am voluntarily participating in a Pantry Activity.**
6. I also understand that COVID-19 is a disease that is caused by the novel coronavirus (SARS CoV-2019) and the disease has been declared a worldwide pandemic by the World Health Organization. I understand that COVID-19 is extremely contagious and the virus is believed to spread mainly from person-to-person contact, although COVID-19 and/or the virus also can be transmitted through contact with inanimate objects. As a result, federal, Illinois, and local governments, including health agencies, recommend social distancing, frequent hand washing, wearing a mask, limiting the congregation of groups of people, and other measures to reduce spread of the disease.
7. By signing this agreement, I acknowledge the contagious nature of COVID-19 and SARS-CoV-2019 and **voluntarily assume the risk that I may be exposed to or infected by SARS CoV-2019 or COVID-19 by participating in a Pantry Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death, as well as related financial consequences and expenses.** I understand that the risk of becoming exposed to or infected by SARS-CoV-2019 or COVID-19 as a result of a Pantry Activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Nourishing Hope's employees, volunteers, visitors, Pantry Activity participants and their families, Activity beneficiaries, and all those with whom I may come in contact with during or as a result of my participation in the Activity.
8. In consideration for being permitted to participate in or observe a Pantry Activity, **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, for illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in or observation of a Pantry Activity, including but not limited to relating to exposure to or infection from SARS-CoV-2019 or COVID-19 ("Claims"). I hereby release, discharge, waive all rights, hold harmless, and covenant not to sue all Pantry Parties of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, personal, property, or vehicular arising out of or relating thereto.** I understand and agree that this Waiver Agreement includes any Claims based on the actions, omissions, or negligence of the Pantry Parties, including relating to whether an exposure or infection from

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**Volunteer Waiver and Release of Liability**

SARS-CoV-2019 or COVID-19 occurs before, during, or after participation in any Activity. In addition, I will pay for all costs which the Pantry Parties may incur for my medical and emergency expenses in case of accident, illness, or incapacity as a result of my participation in a Pantry Activity regardless of whether I have authorized such expenses. I understand by signing this waiver that it does not include any claims nonwaivable pursuant to any applicable laws.

9. This Waiver Agreement shall not be in any way construed as an admission by Nourishing Hope that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against Nourishing Hope.
10. I am at least eighteen years of age.
11. If any portion of this Waiver Agreement is found to be unenforceable, all other provisions shall be enforced. This Waiver Agreement shall be read to allow the fullest protections of Nourishing Hope allowed under the law.
12. If I am signing my name electronically or am providing a scanned copy of my signature to this Waiver Agreement, I am agreeing that my electronic signature is the legal equivalent to any manual signature on this document.

[Keep reading and sign below]

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS VOLUNTEER WAIVER AND, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I AM FREELY, KNOWINGLY AND VOLUNTARILY ENTERING INTO THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. BY ELECTRONICALLY ACKNOWLEDGING THE AGREEMENT, I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY AND AGREEMENT TO INDEMNIFY TO THE GREATEST EXTENT ALLOWED BY LAW.