



Driver Agreement FoodCycle

Please read and agree to the following terms for volunteering as a FoodCycle volunteer food runner:

This agreement is made between myself and FoodCycle. I certify that I agree to comply with all FoodCycle (FC) policies and procedures for Food Recovery.

I affirm that I have no financial interest or affiliation with any organization which may have interests that conflict with, or appear to conflict with, the best interests of FC.

I am at least 18 years old.

(Minors under the age of 18 may volunteer if accompanied by an adult who is the driver)

I understand that I am not an employee of FC and will not be compensated for any time spent volunteering, nor am I entitled to rights, privileges, or benefits of an employee of FC.

I also understand that FC expects each volunteer to honor the confidentiality of information learned during the normal course of working with clients or partner organizations, including the names, addresses, and other information about clients.

I understand that the activities which are typically performed by FC volunteers, and which may be performed by me as a FC volunteer, may involve physical activity such as lifting, contact with unidentified and unfamiliar persons, travel to and from various unspecified locations, and other potential risks of injury and property damage, and will require the exercise of reasonable care to avoid injury and/or damage. I further understand that if I am volunteering for FC as a food runner, I will be using my personal vehicle to transport food between locations, which involves potential risk of personal injury and damage to my vehicle.

With knowledge of the hazards and potential dangers involved, I still wish to volunteer and hereby agree to assume any and all risks of personal injury or property damage, including damage to my personal vehicle, with respect to any liability of FC for such risks, of any accident or injury to person or property that I may sustain in connection with my participation as a FC volunteer or in any FC related activity. I understand that if I am injured in the course of my participation as a FC volunteer, I am not covered by FC's workers' compensation coverage.

When driving my own vehicle on behalf of the organization, I agree to maintain adequate personal insurance coverage.

I hereby release and discharge FC and any of its directors, officers, employees, contractors, partners, and agents from any and all liability of responsibility for such accident or injury, and I agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim or demand against or sue FC or any of its directors, officers, employees, contractors, partners, and agents for injury or damage resulting from my participation as a FC volunteer or in any FC related activity.

I hereby declare and affirm under the penalties of perjury, that I have never been convicted of a violent crime, child abuse, child pornography, child abduction, kidnapping, rape or any sexual offense. Further, I will not engage in any inappropriate, violent, or offensive behavior while volunteering with FC. If I am volunteering for FC as a food runner, I hereby declare and affirm under the penalties of perjury, that I have not received a citation for a moving violation or driving under the influence or driving while intoxicated in the past three years.

I understand that I may be photographed while volunteering and my signature (electronic or print) authorizes FC to use my picture in publications, on FC's website and through FC's social media outlets, in perpetuity.

I understand I am not permitted to take food or other items from the warehouse or any food distribution locations and that if I am observed taking anything I will be asked to return it and may be asked to cease volunteer service.

I understand that no smoking is permitted anywhere on FC premises, including both the main and supplemental and distribution or program locations, FC truck or van.

I hereby certify that once I have been provided with and have reviewed FC's policies and procedures regarding the safe handling of food, I agree to comply with all safe handling policies and procedures as directed by FC staff.

If I am volunteering for FC as a food runner, I hereby certify that once provided with FC's policies and procedures regarding the safe transport of food, I agree to comply with all policies and procedures regarding both the safe handling of and transport of food.

I understand that FC has the right to dismiss me as a volunteer, at any time, in its sole discretion.

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.