

VOLUNTEER WAIVER AND RELEASE

(please print clearly)

Volunteer Name _____

Email Address _____

Phone Number _____

Opt-in for shift updates via text

Mailing Address _____

City, State, Zip _____

Date of birth _____
(Children aged 11-13 must volunteer with a parent or guardian.)

I'm eager to hear about the latest developments at Feeding South Dakota—please keep me posted!

I give permission for Feeding South Dakota to take and use photos or videos of me. I understand this media may be edited and shared for educational, promotional, or fundraising purposes, including on the organization's website, social media, and official publications.

I desire to volunteer at Feeding South Dakota. I acknowledge that I am not an employee of Feeding South Dakota, and I understand that I will receive no compensation or remuneration for the work that I perform while volunteering at Feeding South Dakota.

In exchange for being allowed to volunteer at Feeding South Dakota and for good and other valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Volunteer Waiver and Release ("Release") and agree to the following terms:

Assumption of the Risk

I am aware and understand that I am volunteering with Feeding South Dakota at my own risk, which may include exposure to foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in these activities and have considered those risks. I hereby expressly assume such risks, including any and all risk of injury, harm, illness, or loss that I may incur as a result of volunteering with Feeding South Dakota.

Medical Treatment

I hereby give consent and authority to Feeding South Dakota to obtain medical treatment on my behalf if I am injured or require medical attention while volunteering. I understand and agree that I am solely responsible for all costs related to such medical treatment and medical transportation. I hereby release, forever discharge, and hold harmless Feeding South Dakota from any claim whatsoever situated in connection with such treatment or other medical services.

Release and Waiver

I hereby expressly waive and fully and forever release and discharge Feeding South Dakota, including its members, directors, officers, employees, volunteers and agents (collectively referred to herein as "Feeding South Dakota"), from any and all liability, claims, demands, of whatever kind or nature, either in law or equity, that may arise or result from my volunteering with Feeding South Dakota, including but not limited to those caused by negligence of Feeding South Dakota or otherwise.

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

Insurance

I understand that Feeding South Dakota does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance of any nature in the event of my injury, illness, death, or damage to or loss of my property. I expressly waive any claim or compensation or liability on the part of Feeding South Dakota in the event of any injury or medical expense.

Indemnification

I hereby agree to indemnify, defend, and hold harmless Feeding South Dakota from any and all claims, liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of negligence, recklessness, or my intentional misconduct in connection with my volunteering at Feeding South Dakota.

Confidentiality

I understand that all information related to Feeding South Dakota, its clients, staff, and volunteers is strictly confidential. I will not share any such information, including financial, operational, or personal details, without prior written consent from Feeding South Dakota. Breaching this policy may result in an adverse action, including but not limited to disciplinary action or dismissal. I agree to maintain this confidentiality during and after my volunteer service.

Good Manufacturing Practices Agreement

I understand and agree to follow all safety procedures while at Feeding South Dakota. When visiting Feeding South Dakota facilities, I will sign in and out using the designated log. I understand I'm responsible for my personal belongings, such as handbags, backpacks, and cell phones. If requested by staff, I will remove jewelry for certain tasks. I will wash my hands before starting work, after breaks, using the restroom, smoking, or any activity that could soil or contaminate my hands. I'll keep my work area clean and organized, and I will wear appropriate attire at all times: a shirt, pants or shorts, and closed-toe/closed-heel shoes. I agree not to eat, drink, chew gum or tobacco, or smoke in the distribution center. Nothing should be held in the mouth (e.g., toothpicks or matchsticks). Only sealed water bottles are allowed in designated break areas. I will keep any cuts or injuries properly bandaged, especially when handling food or equipment. I understand that glass, hard plastics, and ceramics are prohibited in all work areas. Prescription and safety glasses are allowed. I acknowledge that only authorized, trained Feeding South Dakota staff may operate forklifts or electric pallet jacks. I will stay clear of these machines during loading/unloading for my safety and will follow all posted safety signs and directions. I agree to wear a safety vest when instructed and will never block emergency exits or fire extinguishers. I will not tamper with food products. If working in the clean room, I will read, sign, and follow the posted safety guidelines. In case of fire or evacuation, I will stop work and exit through the nearest fire exit, assembling in the southeast corner of the parking lot for roll call. During a tornado or drill, I will go to the designated shelter:

- **Sioux Falls:** First-floor restrooms
- **Pierre:** Breakroom
- **Rapid City:** Restrooms

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 South Dakota.

Miscellaneous

I hereby agree that his Release represents the full understanding between Feeding South Dakota 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 to the minimum extent necessary 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 Feeding South Dakota and me and my respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience and reference only and shall not define, modify, expand, or limit any terms of this Release.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, ACKNOWLEDGE THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND COMPETENT TO SIGN THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING SUIT AGAINST FEEDING SOUTH DAKOTA.

Volunteer Signature

Date

PARENT SIGNATURE REQUIRED FOR ANY VOLUNTEER UNDER THE AGE OF EIGHTEEN (18)

I attest that my child or legal ward's attendance and involvement in volunteering with Feeding South Dakota is fully voluntary, that I am allowing my child or legal ward to participate at his or her own risk, and that I have read the foregoing terms and conditions of this Release. By signing below, I am agreeing to all stipulations as stated above.

Signature of Parent/Guardian

Date

