



second harvest
HEARTLAND

Waiver, Release and Confidentiality Agreement

I hereby release, indemnify and hold harmless Second Harvest Heartland, its officers, employees, successors, assigns, legal representatives, organizer, sponsors and supervisors of its activities, from any and all claims, causes of actions and liability arising from or in any way connected with my volunteer participation with the Food Bank.

I further understand that I am expressly assuming all risk, including but not limited to all risk of injury associated with my volunteer participation at Second Harvest Heartland or in Food Bank activities conducted off-site. I hereby expressly and specifically assume the risk of injury or harm in the Activities and release released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any slipping or falling; transporting and lifting; travel to or from the volunteer site; exposure to allergens in the environment including food and nuts; forklifts and other light industrial equipment; and, general risks associated with a warehouse environment. I further understand I am not considered an employee of Second Harvest Heartland and therefore am not covered by Second Harvest Heartland's Workers' Compensation policy. Second Harvest Heartland is not responsible for lost or stolen items.

I further understand that Second Harvest Heartland has developed and uses and will be developing and using confidential and proprietary information in connection with carrying out its mission. "Confidential and proprietary information" includes, but is not limited to, information about computer programs or systems, donors, volunteers, clients and prospective clients, revenues, reimbursements, suppliers, personnel, pricing policies, operational methods, technical processes and other business affairs and methods, plans for future developments and other information which is not readily available to the public.

I further understand, for good and valuable consideration, I hereby authorize Second Harvest Heartland, its partners, Feeding America, and news media to record my name, likeness, image, voice and performance on film, tape or otherwise ("Material"). I agree that the materials may be edited as desired and used in whole or in part in any form, format, manner or media, now known or hereafter devised, for any distribution purpose, throughout the world in perpetuity. I understand and agree that the Materials may be used in any materials or project at Second Harvest Heartland's sole discretion. I understand that I have no rights to the Project, Materials and any other products or benefits derived therefrom. I expressly release Second Harvest Heartland from any and all claims arising out of the use of the Materials.

I further understand that during and after my term of volunteering with Second Harvest Heartland: I shall keep secret all confidential and proprietary information and not reveal or disclose it to anyone outside of Second Harvest Heartland; I shall keep confidential all information related to volunteers, donors, clients, and employees; I shall not make use of any such confidential and proprietary information for my own purposes or the benefit of anyone other than Second Harvest Heartland.

I represent that I have the right to enter into this Agreement and that my participation and the rights I have granted in this Agreement will not conflict with or violate any commitment or understanding I have with any other person or entity.