## **Responsibility Acknowledgment**

I recognize that safe driving is an essential part of volunteering for Wishing Well Inc. d/b/a/ Freemeals Organization, a non profit organization (the "Freemeals"). I will abide by the following safe driving standards:

- 1. I am committed to safe, defensive driving at all times and will maintain a valid driver's license.
- 2. I will use a seatbelt at all times and will advise all passengers that State law requires all passengers to wear them as well.
- 3. I will never drive while under the influence of drugs or alcohol.
- 4. I will inspect my vehicles prior to driving and will report any mechanical problems or body damage immediately to my insurance carrier. If there is any damage or mechanical problem I will not use this vehicle to perform any volunteer tasks for the FreeMeals
- 5. I will report any accidents or moving violations to my insurance carrier immediately and will cooperate fully with the insurance claims investigation.
- 6. I will report any and all moving violations or at-fault accidents that occur off-the-job immediately.
- 7. I will not drive if I have any medical conditions or are using any medications that may impact my ability to operate a vehicle during the times I am volunteering forFreemeals.
- 8. I will never allow anyone else to operate my vehicle during the times I have agreed to volunteer for Freemeals.
- 9. I will not use a cell phone while operating a vehicle during the times I am volunteering for Freemeals.
- 10. I will use due care and caution in the operation of my vehicle and will strictly comply with all safe driving rules, including all speed limits, posted directional signs and parking regulations while delivering meals or performing other tasks for Freemeals.
- 11. I will deliver all meals with due care and will maintain social distancing as is required by Freemeals, any municipal, county, or state agency.

My signature below indicates that I am fully aware of and will abide by company safety policies related to driving.

## WAIVER, RELEASE FROM LIABILITY, INDEMNITY, AND HOLD HARMLESS AGREEMENT

- 1. In return for being allowed to participate in Wishing Well Inc. d/b/a/ FreeMeals volunteer activities and all related activities, including any activities incidental to such participation ("Volunteer Activities"), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my") releases and agrees not to sue FreeMeals or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates ("FreeMeals") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.
- 2. I also agree to indemnify and hold harmless FreeMeals for all claims arising out of my participation in the Volunteer Activities.
- 3. <u>Insurance</u>: Further I understand that FreeMeals does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, worker's compensation, disability benefits, or insurance. I expressly waive any such claim for compensation of every kind and liability for all claims known and unknown at the time of signing, on the part of FreeMeals.

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- 5. This release extends to any and all claims I have or may have against FreeMeals, even if such claims result from strict liability or negligence on the part of any or all of FreeMeals, concerning my volunteering, driving, or other cause or conditions, while volunteering at Freemeals.
- 6. I fully understand the risks and dangers inherent in volunteering for Freemeals, including driving, potential exposure to known or unknown diseases such as Covid-19 through contact with other volunteers, staff, or while volunteering for Freemeals.
- 7. I understand that I am willing and freely volunteering for the good of Freemeals and the work it does to help the community and expressly agree to assume the entire risk of any personal injury, property damage, or other damages which I might suffer as a result of my participation with Freemeals.
- 8. I further understand that I am required to provide my own personal protective gear, including but not limited to gloves, facemasks, or faceshields and that I am required to abide by the safety protocols set by Freemeals and or any municipal, county, or state agency.
- 9. If any provision of this waiver and release shall be declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this waiver and release shall not be affected thereby and shall be enforced to the fullest extent permitted by law. By signing below, I disclose that I have read, understand, and agree to the terms and conditions stated herein.

VOLUNTEER
By: Name: Date:
I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.
[or]
By:
(Signature of Parent/Legal Guardian if Volunteer is Under 18) Date I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.
FREEMEALS
By:
Name:
Date: