COVID-19 WAIVER AND RELEASE OF LIABILITY

COVID-19 is extremely contagious and is spread mainly from person-to-person contact. When participating in Westmoreland County Food Bank, Inc. (WCFB) volunteer events or activities, social distancing by remaining at least six (6) feet apart should be practiced, with masks being worn at all times to reduce the risks of exposure from COVID-19. While WCFB has implemented preventative measures to help reduce the spread of COVID-19, WCFB cannot guarantee that its employees, volunteers, partners, or those in attendance at WCFB volunteer events and activities will not become infected with COVID-19.

Given the ongoing outbreak and spread of COVID-19, volunteers are required to read and execute this COVID-19 Waiver and Release of Liability (the Waiver) carefully.

1. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories set forth below are not permitted to participate in WCFB volunteer events or activities. By attending a WCFB volunteer event or activity, I certify that I do not fall into any of the following categories:
   a. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, including fever or chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea; or
   b. Individuals who have traveled in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
   c. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or their health care provider responsible for their treatment.
   d. Individuals who cared for or had close contact (within 6 feet of an infected person for at least 15 minutes) with someone with symptoms of COVID-19, tested for COVID-19, or diagnosed with COVID-19.

2. I acknowledge that my participation as a volunteer with WCFB is voluntary and that I derive a personal benefit by virtue of my volunteering with the WCFB in its events and activities.

3. I further acknowledge that given the COVID-19 outbreak, the risk of contracting COVID-19 is always present and cannot be eliminated.

4. I further acknowledge that while participating in volunteer events and activities at the WCFB, that I may not always to able to maintain social distancing and that I may be in close proximity with individuals who could potentially be infected with COVID-19.

5. I knowingly and freely assume all risks, including serious illness and death, of contracting COVID-19 from my participation in volunteer events and activities at the WCFB.
RELEASE AND WAIVER

WITH KNOWLEDGE OF THESE RISKS, I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE WESTMORELAND COUNTY FOOD BANK, INC., ITS PARTNERS AND MEMBER AGENCIES, DONORS, AND SPONSORS, AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS, ATTORNEYS AND ASSIGNS (THE “RELEASED PARTIES”), FROM ANY AND ALL LIABILITY, CLAIMS OR CAUSES OF ACTIONS, OF WHATEVER KIND, FORESEEN OR UNFORESEEN, INCLUDING BUT NOT LIMITED TO THOSE FOR PERSONAL INJURY, DEATH, DISABILITY, PROPERTY DAMAGE OR OTHER HARM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE EVENTS OR VOLUNTEER ACTIVITIES AT THE WCFB AND/OR RELATED TO COVID-19 CONTRACTED DURING THE TIME THAT I AM VOLUNTEERING WITH WCFB, EVEN IF ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I understand and agree that this COVID-19 Volunteer Waiver and Release of Liability is binding on my next of kin, heirs, executors, administrators, successors, assigns, personal and legal representatives.

I have read the foregoing COVID-19 Volunteer Waiver and Release of Liability, fully understand its terms, understand that I have given up substantial rights by signing it, and I am voluntarily signing below, intending to be legally bound.

________________________________________    Date:____________________________
Signature of Volunteer

________________________________________
Print Name of Volunteer

If volunteer is under 18, a parent or guardian must also sign this COVID-19 Volunteer Waiver and Release of Liability.

I, as parent or guardian with legal responsibility for the volunteer, consent and agree to the terms and conditions as stated in the COVID-19 Volunteer Waiver and Release of Liability as provided above, and for myself, my next of kin, heirs, executors, administrators, successors, assigns, personal and legal representatives, hereby release and agree to indemnify and hold harmless the Releasees from any and all claims and liabilities arising out of or in any way connected with my minor child or ward’s participation in the events and volunteer activities as provided above, even if arising from the negligent acts or omissions of the Releasees.

Name: _______________________________ Relationship to Child: _______________________

Signature of Parent/Legal Guardian:_________________________ Date:____________________