

Volunteer Application

Contact Information

Name: First _____ Last _____ MI _____

Street Address _____ City _____ Zip _____

Cell Number _____ Email _____

School & Year (Current Students) _____ Date of Birth _____

Health & Safety* _____ Languages: Spanish _____ Other _____

**Is there anything we should know to help you safely and comfortably participate as a volunteer?*

When are you available for volunteer assignments? (Check all that apply)

Availability to Set-Up

Weekday Mornings 6:00 to 7:30 AM

Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____

Availability to Volunteer at the Pantry

Weekday Mornings 7:30 to 10:45 AM

Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____

Weekend Mornings 8:00 to 10:30 AM

Saturday _____ Sunday _____

OC Food Bank Delivery 10:45 AM to 1:00 PM, Friday (once a month) _____

Availability to Pick-Up Groceries for the Pantry

Weekday Mornings 7:30 to 10:30 AM

Monday _____ Tuesday _____ Wednesday _____ Thursday _____ Friday _____

Weekend Mornings 8:00 to 10:30 AM

Saturday _____ Sunday _____

Do you have expertise in any of the following areas? (Check all that apply)

Fundraising _____ Grant Writing _____ Marketing _____ Operations _____ Donor Events _____

Administrative Support (Computer Skills) _____ Food Service/ Retail _____

Other _____

Emergency Contact

Name: First _____ Last _____ MI _____

Phone: Cell _____ Work _____ Home _____

Relationship to Volunteer _____

How did you hear about the Laguna Food Pantry? _____ **Group Name** _____

Agreement and Signature

I understand that if I am accepted as a volunteer, I will observe the volunteer guidelines, follow the direction of Laguna Food Pantry supervisors, be respectful in my interactions with all Pantry shoppers, and keep Pantry customers' confidentiality.

Name (Printed) _____ **Date** _____

Signature _____

VOLUNTEER ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY

I, the undersigned adult and any minors listed below, hereby request to be permitted to participate in volunteer activities at the Laguna Food Pantry ("LFP").

Assumption of Risk. I am aware that volunteer activities with LFP involve handling food, unloading deliveries, stocking shelves among other potentially dangerous activities. I understand that such participation presents a risk of injury and I agree to assume any and all risk for injuries arising out of, or related to, participation in the LFP activities and understand that the Released Parties (as defined below) shall **NOT** be responsible or liable for any injury, damage, loss, or expense to me and/or my property incurred as a result of my participation in such activities.

To ensure the health and safety of employees, shoppers, volunteers, and property, LFP requires that volunteers or potential volunteers be able to perform their assignment unimpaired by any substance, including illegal drugs, alcohol, or legal substances that may impact their ability to safely perform their assigned duties or projects. I understand and accept that LFP reserves the right to refuse, for any reason and without explanation, my entrance to their property or my performance of services based on the above-stated policy. I understand and accept that LFP reserves the right to terminate its relationship with me or any minor(s) listed below, as a volunteer without explanation if I violate LFP's policies and regulations during my time volunteering at any LFP event or property. My signature indicates that I have read and agree without dispute to LFP's policies and regulations.

No Employment/Benefits. As a volunteer on behalf of LFP, I understand that I am not an employee, and I have no expectation of compensation or benefits of any kind for my volunteer services on behalf of LFP. LFP will not provide me with any financial or other assistance, including but not limited to medical, health, or disability insurance, workers' compensation benefits, or any similar insurance or benefits.

Release, Waiver, and Indemnity. As a condition of participation in the LFP's activities, on behalf of myself, and my successors and assigns, I hereby agree to forever release, discharge, acquit, hold harmless, and indemnify LFP and its partners, principals, directors, officers, agents, employees, volunteers and representatives and their respective successors and assignees ("Released Parties") from any and all charges, complaints, claims, demands, obligations, damages, actions, causes of action, suits, rights, costs, losses, debts, expenses, including attorney's fees and costs, liabilities and indebtedness of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated arising from, under, or related to the negligence of, or any other act or omission of, any of the Released Parties, or otherwise in any way related to, or arising from, participation in LFP activities ("Released Matters"). 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).

Governing Law and Severability. I understand and agree that this Voluntary Assumption of Risk, Release of Liability and Indemnity ("Release") will be interpreted in accordance with the laws of the State of California. I agree that if any clause or provision of this



Release is determined by a court of competent jurisdiction to be invalid, the remainder of this documents will remain valid and enforceable.

Anti-Harassment Policy. I have been directed to read LFP's Anti-Harassment Policy available on LFP's website as well as at the Pantry facility. By signing this Voluntary Assumption of Risk, Release of Liability and Indemnity Agreement, I also acknowledge that I have read and understand the Anti-Harassment Policy.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM RELEASING KNOWN AND UNKNOWN CLAIMS.

Name (Printed): _____ **Date:** _____

Volunteer Signature: _____ **Date:** _____

**If the volunteer signing is under the age of 18, consent from a parent or guardian is needed.*

Parent/ Guardian's Name (Printed): _____

Parent/ Guardian Signature: _____ **Date:** _____



PUBLICITY AND PHOTO RELEASE

I hereby give my consent for Laguna Food Pantry to use my photograph and likeness in all forms and media for advertising, fundraising, and any other lawful purposes.

Name (Printed): _____ **Date:** _____

Volunteer Signature: _____ **Date:** _____

**If the volunteer signing is under the age of 18, consent from a parent or guardian is needed.*

Parent/ Guardian's Name (Printed): _____

Parent/ Guardian Signature: _____ **Date:** _____



ANTI-HARASSMENT POLICY OF LAGUNA FOOD PANTRY

ARTICLE 1 INTRODUCTION AND PURPOSE

It is the intention of **Laguna Food Pantry** (“LFP”) to prohibit, eliminate and prevent unlawful harassment and its effects in the workplace. To do this, LFP, through this Anti-Harassment Policy (this “Policy”), will define unlawful harassment, and will set forth a procedure for filing, investigating and resolving internal complaints of unlawful harassment.

LFP is committed to maintaining a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work or serve in a professional atmosphere that promotes equal opportunities and prohibits harassment practices. LFP will not tolerate harassment, whether verbal, physical, or environmental.

ARTICLE 2 POLICY

All employees and volunteers are expected to help ensure the work environment remains free of harassment. Upon learning of a situation that may violate this Policy, LFP will conduct a prompt and thorough investigation. If it is determined that a violation of this Policy has occurred, LFP will take appropriate remedial action to stop any prohibited harassment and to prevent future harassment. This may include disciplinary action up to and including termination of employment or services. As outlined in Article 5 below, LFP will not tolerate retaliation against anyone who has expressed a good faith concern about harassment or who has participated or cooperated in an investigation.

Disciplinary action up to, and including, termination of employment or relationship with LFP will be instituted for behavior described in the definition of harassment set forth below.

ARTICLE 3 DEFINITIONS

Section 1. Harassment. The term “harassment” is used in this Policy to refer to both sexual and other forms of harassment. Below are definitions of sexual and other forms of harassment, as well as examples of conduct that may constitute harassment. (These lists are illustrative in nature and are not exhaustive.)

Section 2. Sexual Harassment. Sexual harassment is unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. submission to or rejection of such conduct is made either implicitly or explicitly a term or condition of employment, or is made the basis for employment decisions; or
2. such requests or conduct have the purpose or effect of unreasonably interfering with an individual’s ability to perform their job duties or services by creating an intimidating, offensive, or hostile working environment.

The following are examples of conduct that may constitute sexual harassment:

- Unwanted physical touching;
- Telling sexually explicit jokes or stories;



- Making lewd or offensive comments or gestures;
- Displaying sexually suggestive objects, cartoons, or pictures;
- Sending sexually explicit messages by letters, notes, electronic mail, or telephone;
- Making offensive comments about an employee's body, physical appearance, or clothing;
- Using terms of endearment (e.g., "dear" or "sweetheart") when referring to employees of one sex; or
- Repeatedly asking a co-worker for a date or meetings outside of working hours after they have indicated an unwillingness to go.

Section 3. Other Forms of Harassment. Other forms of prohibited harassment include offensive comments or conduct pertaining to a person's race, ethnicity, color, religious creed, ancestry, national origin, age, physical or mental disability, medical condition, genetic information, sex, gender, gender identity, gender expression, sexual orientation, marital status, military and veteran status, or any other class protected by local, state or federal law.

Such conduct may include, but is not limited to:

- Making gestures, threats, derogatory comments, or slurs that may be offensive to individuals in a particular group;
- Bullying behavior that is threatening, intimidating, verbally abusive, or results in other disruptive actions in the workplace;
- Displaying derogatory objects, photographs, cartoons, calendars, or posters; or
- Sending messages by letters, notes, electronic mail, or telephone that may be offensive to individuals in a particular protected class.

IT IS NO DEFENSE TO A CLAIM OF HARASSMENT THAT THE ALLEGED HARASSER DID NOT INTEND TO HARASS.

ARTICLE 4 APPLICATION

This Policy applies to all directors, officers, employees and volunteers of LFP. All such directors, officers, employees and volunteers shall receive a copy of this Policy [annually] and shall sign a written acknowledgment [each year] that they have received and read a copy of this Policy.

Other Forms of Harassment. Other forms of prohibited harassment include offensive comments or conduct pertaining to a person's race, ethnicity, color, religious creed, ancestry, national origin, age, physical or mental disability, medical condition, genetic information, sex, gender, gender identity, gender expression, sexual orientation, marital status, military and veteran status, or any other class protected by local, state or federal law.

Nothing in this Policy shall be read or construed to prevent LFP from otherwise dealing with an employee's work performance or work deficiencies in a good faith nondiscriminatory and non-retaliatory manner in accordance with existing LFP policies and personnel rules and regulations.

ARTICLE 5 COMPLAINT PROCEDURE

All individuals are expected to help ensure the work environment remains free of harassment. Any employee or volunteer who believes he or she is being subjected to harassment by an employee or non-employee, or who has witnessed harassment of or by another employee or



non-employee, has a responsibility to promptly report the matter through one of the means identified below.

An individual who reasonably believes that he or she has been harassed by an employee or non-employee, or who has witnessed harassment of or by another employee or non-employee, should make a complaint orally or in writing with any of the following as appropriate:

- Immediate supervisor
- Designated Human Resources Representative assigned to EEO functions, Secretary of the **Board of Directors**
- Department Head

Harassment claims will be promptly investigated and handled with sensitivity. While LFP will investigate such reports in as confidential a manner as possible, it cannot guarantee confidentiality at the expense of a thorough and effective investigation. If it is determined that harassment has occurred in violation of this Policy, appropriate corrective action will be taken, which may include disciplinary action ranging from a reprimand to termination of employment or services of the employee or non-employee who has committed harassment.

Additionally, the Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (California DFEH) accept and investigate complaints of unlawful harassment in the workplace.

You can file a complaint with the EEOC in person or by mail at the EEOC office closest to where you live. Please visit www.eeoc.gov to find the nearest location. The EEOC does not accept complaints online or by phone. The California DFEH staff is available to talk with you by telephone or in-person away from the work location. All information will be handled in an appropriate manner. You can contact the DFEH office to file a complaint by phone at 800-884-1684 or via online submission at www.dfeh.ca.gov.

ARTICLE 6 NO RETALIATION

No employee or volunteer who in good faith reports a violation, assists another in the reporting of a violation, or cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment consequences. Any employee or volunteer within LFP who retaliates against another individual who in good faith has reported a violation, has assisted another in the reporting of a violation or has cooperated in the investigation of a violation is subject to discipline, including termination of employment status or relationship with LFP.

If an individual believes that someone who has made a report of a violation, has assisted another in the reporting of a violation or who has cooperated in the investigation of a violation is suffering from harassment or retaliation the individual should contact their immediate supervisor, Human Resources Representative or Department Head.

Any individual who reasonably believes he or she has been retaliated against in violation of this Policy shall follow the same procedures as for filing a complaint (outlined in Article 5 above).

Adopted by the Board of Directors at its Meeting on May 8, 2018.



My signature below indicates my receipt and understanding of this Policy. I also verify that I have been provided with the opportunity to ask questions about the Policy.

Name (Printed): _____ **Date:** _____

Volunteer Signature: _____ **Date:** _____

**If the volunteer signing is under the age of 18, consent from a parent or guardian is needed.*

Parent/ Guardian's Name (Printed): _____

Parent/ Guardian Signature: _____ **Date:** _____



CONFIDENTIALITY AGREEMENT

In consideration of the opportunity to serve as a volunteer for Laguna Food Pantry ("LFP") or as an independent contractor serving LFP, I agree to certain restrictions placed by LFP on my use of information belonging to or obtained by LFP, as more fully set out below. I acknowledge that I agree to abide by LFP's policies.

1. PROPRIETARY INFORMATION.

(a) Confidential Restrictions. I understand that, during the course of my duties serving LFP, I have had and will have access to Confidential Information (as defined below) concerning the LFP, its donors, its shoppers, its employees, its operations, its vendors, its strategies and techniques, actual or potential donor information, and other sensitive materials. I acknowledge that the LFP has developed, compiled, and otherwise obtained this information, often at great expense, which has great value to LFP's business. I agree to hold in strict confidence all Confidential Information and will not disclose any Confidential Information to anyone outside of LFP. I will not use, access, copy, publish, or summarize Confidential Information, except during my duties to the extent necessary to carry out my responsibilities as a volunteer of the LFP, for the benefit of the LFP. I further agree that the publication of any Confidential Information in any way must be approved in advance in writing by the Executive Director.

(b) Confidential Information Defined. I understand and agree that the term "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to, learned or developed by me, relating in any manner to the business of the LFP or to the LFP's officers, directors, contractors, consultants, business associates or employees unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of my general knowledge prior to my affiliation with LFP. I understand that the LFP considers the following information to be included in the definition of Confidential Information: (i) all lists or other compilations containing shopper, donor, customer or vendor information; (ii) information about techniques, processes, business plans, strategies, finances, strategies, forecasts, sales, commissions, and bonuses; (iii) plans for future business development; (iv) the compensation, performance, and terms of employment of other employees, contractors, or consultants; and (vi) all other information that has been or will be given to me in confidence by the LFP.

(c) Information Return. I agree that I will not retain and will return all Confidential Information and all copies of it in whatever form to LFP after I cease to be a volunteer.

(d) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact or communication with the LFP, I have held in strict confidence all Confidential Information and have not disclosed any Confidential Information to anyone outside of the LFP, or used, copied, published, or summarized any Confidential Information except to the extent necessary to carry out my responsibilities as a volunteer of the LFP.

2. MISCELLANEOUS PROVISIONS.

(a) Remedies. I recognize that nothing in this Agreement is intended to limit any remedy of LFP under the California Uniform Trade Secrets Act. I recognize that my violation of this Agreement could cause LFP irreparable harm, the amount of which



may be extremely difficult to estimate, making any remedy at law or in damages inadequate. Thus, I agree that LFP shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief LFP deems appropriate. This right shall be in addition to any other remedy available to the LFP.

(b) Governing Law; Severability. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of California. If any provision of this Agreement, or application of it to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

(c) Entire Agreement. The terms of this Agreement are the final expression of my agreement with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. This Agreement can only be modified in writing and signed by LFP.

(d) Application of this Agreement. I agree that my obligation set forth in this Agreement along with the Agreement's definitions of Confidential Information shall be equally applicable to Confidential Information related to any volunteer work performed by me for LFP prior to the execution of this Agreement.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

Name (Printed): _____ Date: _____

Volunteer Signature: _____ Date: _____

**If the volunteer signing is under the age of 18, consent from a parent or guardian is needed.*

Parent/ Guardian's Name (Printed): _____

Parent/ Guardian Signature: _____ Date: _____

