



## PARTICIPANT RELEASE AND AGREEMENT

This PARTICIPANT RELEASE AND AGREEMENT (this “**Release**”) is executed as of the date below by or on behalf of the undersigned party (“**I**”, “**me**”, or “**Participant**”) in favor of SUNSHINE DIVISION, INC., an Oregon nonprofit corporation, together with its directors, officers, members, managers, representatives, employees, volunteers, and agents (collectively, the “**Sunshine Division**”), as well as all other individuals and entities that are affiliates, sponsors, suppliers, and/or independent contractors of the Sunshine Division or otherwise assisting with or connected with any activities of the Sunshine Division, whether on a continuous basis or from time to time for one or more days or events, including the directors, officers, members, shareholders, managers, representatives, employees, volunteers, and agents of any of the foregoing (collectively, “**Affiliates**”).

I desire to volunteer, work in, provide services to, be present at, or otherwise participate in any activities or premises associated with the Sunshine Division (collectively, the “**Activities**”). I understand that the Activities may include, but are not limited to, sorting food, clothing, and other items, processing and packing food boxes, delivering food boxes to recipients as a driver and/or as a passenger, staffing fundraising and other events, and performing other activities in or at one or more warehouses, events, or the community at large. I also understand that as a Participant I will receive no compensation or remuneration for my services from the Sunshine Division, and will not be eligible for any employee benefits from the Sunshine Division. I acknowledge that I am not an employee of the Sunshine Division.

In order to take part in the Activities as a Participant, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks, some of which are specifically detailed further below. I hereby expressly and specifically assume all such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

2. Affiliates of Sunshine Division. I understand that the Affiliates include, but are not limited to, the CITY OF PORTLAND; PORTLAND POLICE BUREAU; BETTER SERIES, LLC, an Oregon limited liability company; The Safeway Corporation; FOOTE SPORTS PRODUCTIONS, INC., an Oregon corporation, and all of their subsidiaries, affiliates, and parent organizations, plus all of the directors, officers, members, shareholders, managers, employees, volunteers, and agents thereof.

3. Release and Waiver. HAVING READ THIS RELEASE, AND IN CONSIDERATION OF MY ABILITY TO SERVE AS A VOLUNTEER WITH THE SUNSHINE DIVISION, I HEREBY PERSONALLY FOR MYSELF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ANYONE ELSE WHO MIGHT CLAIM ON MY BEHALF, COVENANT NOT TO SUE, AND WAIVE, RELEASE AND DISCHARGE THE SUNSHINE DIVISION AND THE AFFILIATES (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM ANY AND ALL CLAIMS OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR

UNKNOWN, AND WHETHER IN LAW OR IN EQUITY, THAT MAY ARISE FROM MY PARTICIPATION, CONTRIBUTION, VOLUNTEERING, OR OTHER ACTIVITIES FOR OR RELATING TO THE RELEASED PARTIES OR ANY EVENT OR PROPERTIES THEREOF, EVEN IF SUCH CLAIMS OR LIABILITY MIGHT OTHERWISE ARISE OUT OF THE NEGLIGENCE BY ONE OR MORE OF THE RELEASED PARTIES. I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I UNDERSTAND AND AGREE THAT AS PART OF THIS RELEASE, I AM RELEASING, WAIVING, AND DISCHARGING THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIABILITIES RELATING TO MY POSSIBLE EXPOSURE OR INFECTION BY COMMUNICABLE ILLNESSES, INCLUDING WITHOUT LIMITATION COVID-19, THAT MAY OCCUR RELATING TO MY PARTICIPATION IN THE ACTIVITIES AND/OR OTHERWISE WITH ANY OF THE RELEASED PARTIES.

4. Covid-19 and Other Illnesses. By participating in Activities, I agree to follow the most current guidelines issued by the Centers for Disease Control and Prevention (CDC) for best practices to avoid influenza and respiratory illnesses such as COVID-19, as well as all applicable federal, state and local requirements. The CDC's COVID-19 homepage, with links to guidelines, can be found here: <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>. Generally, the CDC's recommendations include, but are not limited to, wearing masks covering the nose and mouth, proper hygiene techniques, proper sanitation, social distancing, and self-administered temperature checks prior to involvement in and with the Activities. I agree to abide by any and all policies and instructions from the Sunshine Division relating to COVID-19 and any other matters, including without limitation, such policies as may pertain to the wearing of masks and observing social distancing requirements relating to volunteers, donation recipients, and other persons.

I agree that I will self-monitor and check for potential symptoms of COVID-19 prior to and just before my participation with any activity related to the Sunshine Division. Possible symptoms of COVID-19 include a fever (i.e., body temperature of 100.4 degrees Fahrenheit or above), body ache, dry cough, fatigue, chills, headache, sore throat, loss of appetite, and loss of smell. In some people, COVID-19 causes more severe symptoms such as high fever, severe cough, and shortness of breath.

**I agree that my participation in the Activities as a volunteer with Sunshine Division is entirely contingent upon my having completed a course of vaccination for Covid-19. By signing this document and participating in the Activities I am acknowledging and providing honorable assurances and affirmation that I have completed a course of vaccination for Covid-19. I agree that a completed course of vaccination will be comprised of two shots of either the Pfizer or Moderna vaccine or one shot of the Johnson and Johnson vaccine and not less than 14 days separation from the last shot prior to beginning my volunteer activities with Sunshine Division.**

**I agree that I will NOT participate in or be present at any Activities (or any other events or premises relating to the Sunshine Division) if I have any possible symptoms of COVID-19, test positive for COVID-19, or have been in close contact in the immediately preceding 14 days with anyone diagnosed with or suspected to have COVID-19. For purposes of the foregoing, as of November 2020, the CDC generally defines "close contact" to mean presence within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period, starting from 2 days before such infected person showed illness symptoms or provided specimen for testing. The**

**CDC's definition of "close contact" is subject to change, and I agree to monitor and observe any such changes.**

**I agree to inform the Sunshine Division immediately if I cannot attend or participate in any activity that I am scheduled for, based on suspected or confirmed COVID-19 infection or any other reason above, or for any other reason. I understand that the Sunshine Division has requested that I exercise an abundance of caution in connection with possible risk that I have been exposed or infected with COVID-19. I understand that the Sunshine Division will call on backup volunteers and/or other personnel in the event that I am unable to participate because of COVID-19 or any other reason.**

Without limiting the general provisions describing my assumption of risk above, I voluntarily assume sole responsibility for all of the following: All risks; illness; diseases; losses; costs; expenses and other economic risks including but not limited to medical bills, loss of income, and inability to work; disability; or death involving myself, my family, child(ren), or others associated with COVID-19 and/or other illnesses arising out of or relating in any way to me or each minor identified below (if I am agreeing to this Release on behalf of one or more minors), including any such risks and other events arising out of or relating to any negligence of any of the Released Parties. Separately and in addition to the foregoing and any waiver and release I have agreed to upon involvement in participating, volunteering, or working with the Sunshine Division, I further acknowledge and agree that I expressly assume any and all risks associated with my involvement in the event, whether known or unknown and whether foreseen or unforeseen, including but not limited to exposure to third parties and any illnesses or communicable diseases they may be carrying, including without limitation COVID-19.

I understand that COVID-19 is a contagious respiratory illness and that the United States, the State of Oregon, the State of Washington, and other states, cities and/or counties therein have declared emergencies related to COVID-19. I also understand that COVID-19 is a relatively new illness and there remains much to be discovered and learned about COVID-19. I understand that COVID-19 is contagious and is believed to be spread by person-to-person contact and airborne transmission, and can additionally live on and be transmitted through contact with surfaces. I understand that if a vaccine and/or a cure for COVID-19 has been developed or discovered, it might not be available to me, and it might not offer full protection or elimination of risks of harm to me or others. After consideration of all of the above, I have elected to leave my home and come to volunteer or otherwise participate in or with the Activities and the Sunshine Division. I was and am under no obligation to involve myself with the Sunshine Division or the Activities and do so at my own election. I further acknowledge that notwithstanding any respiratory issues, compromised immune system, or other factors that put me at a high risk for COVID-19 complications I am knowingly and voluntarily choosing to involve myself with the Sunshine Division and the Activities.

In order to participate, volunteer, work or be otherwise involved in the Activities, I acknowledge and agree that I may be required to voluntarily undergo a contactless temperature check and screening (a "**Screening**"); however, I understand that neither the Sunshine Division or any other Released Parties will be obligated to provide a Screening to me or to any other Participant or person who may be present at the Activities. I understand that if a Screening is provided, the Screening is not diagnostic and is not warranted to be accurate, and only seeks to potentially help determine whether I might have symptoms that may be associated with COVID-19. I acknowledge that the Screening does not create a patient/healthcare provider relationship with the Sunshine Division, and that I should seek medical advice if I have any questions or concerns regarding my health or the outcome of a Screening. If a Screening is provided in the sole discretion of the Sunshine Division, I hereby authorize the Sunshine Division to take my temperature reading and ask questions regarding my potential exposure to, and symptoms associated with, respiratory illnesses such as COVID-19. I acknowledge that an elevated temperature reading or

exhibiting symptoms of respiratory illness does not mean that I have COVID-19, but I agree that the Sunshine Division will have the right to exclude me from an event or activity based on an elevated temperature reading or other relevant symptoms. Conversely, I acknowledge that the lack of an elevated temperature reading and other symptoms does not mean that I do not have COVID-19, as asymptomatic infection and spread of COVID-19 is possible.

5. Driver, Vehicle, and Insurance Information. If I am volunteering in the capacity of a driver for the Sunshine Division, I agree that (a) I am 18 years old or older; (b) I will use a vehicle that I own, lease, or am otherwise legally entitled to drive; (c) I will have sole responsibility for ensuring that such vehicle is safe, operational, currently registered with the Department of Motor Vehicles in the State of Oregon or other state of registration; (d) I will have sole responsibility to ensure that such vehicle is adequately covered by insurance at least to the minimum legal coverage amount in the State of Oregon and the state in which such vehicle is registered; (e) even if other insurance coverage exists besides my own insurance coverage, I understand that my own insurance coverage for the vehicle will be the primary insurance in the event of any accident or other liability; (f) I have a valid driver's license in good standing; (g) I do not have a history of negligent or reckless driving, and (h) I will observe all legal requirements and best-practices when driving my vehicle as part of my activities with the Sunshine Division, including without limitation ensuring the use of seatbelts for myself and all other occupants of the vehicle, and observing all legal requirements relating to speed limits, hands-free cell phone use, and other issues. I represent and warrant that the information below is true and accurate as of the date of this Release with respect to me, my driver license, the vehicle that I will use as part of or for transportation to or from the Activities, and the insurance policy covering such vehicle. I further represent and warrant that the information provided below will continue to be accurate at all dates and times on which I volunteer with, am present at, or otherwise participate in any events relating to the Sunshine Division. I will have a continuing and sole responsibility to provide an update to the Sunshine Division if any of the information below changes or is no longer accurate.

6. Other Participants and Guests. If I plan to bring one or more persons with me to volunteer or otherwise be in attendance at any premises or events relating to the Sunshine Division (collectively, "**Other Participants and Guests**"), I will ensure that separately and independent of this Release, each of the Other Participants and Guests has agreed to this Release by submitting their own signed Release to the Sunshine Division. I understand that a separate Other Participants and Guests Release will be emailed to me. If I am the parent or legal guardian of any of the Other Participants and Guests then I hereby agree to this Release on behalf of each of the Other Participants and Guests. Without limiting the generality of the foregoing, I specifically agree that each of the Other Participants and Guests will abide by all of the requirements relating to Covid-19 and other illnesses in this Release; for example, I agree that I will ensure that the Other Participants and Guests do not participate in or attend any events or premises relating to the Sunshine Division if they have any possible symptoms of COVID-19. I agree that except for the Other Participants and Guests that I will ensure submitted their own signed Release to the Sunshine Division, I will not bring (whether as passengers in my vehicle or otherwise) any other volunteers or guests to participate in or attend any events or premises relating to the Sunshine Division.

7. Insurance. I UNDERSTAND THAT THE ORGANIZATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, DISABILITY, OR AUTOMOBILE LIABILITY OR COLLISION INSURANCE OF ANY NATURE IN THE EVENT OF MINE OR ANY OTHER PERSON'S INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY. I WILL HAVE SOLE RESPONSIBILITY TO OBTAIN AND MAINTAIN ANY AND ALL SUCH INSURANCE AS IS REASONABLE RELATING TO MY PARTICIPATION IN THE ACTIVITIES. I UNDERSTAND THAT THE SUNSHINE DIVISION DOES NOT PROVIDE

WORKERS' COMPENSATION INSURANCE FOR VOLUNTEERS. I EXPRESSLY WAIVE ANY CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF THE SUNSHINE DIVISION IN THE EVENT OF ANY INJURY OR MEDICAL EXPENSE.

8. INDEMNIFICATION. I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SUNSHINE DIVISION AND EACH OF THE OTHER RELEASED PARTIES FROM ANY AND ALL LIABILITY, LOSSES, DAMAGES, JUDGMENTS, OR EXPENSES, INCLUDING ATTORNEYS' FEES, THAT IT MAY INCUR OR SUSTAIN AS A RESULT OF MY NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR ANY OTHER ACTIONS OR OMISSIONS WHATSOEVER IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF ANY THIRD-PARTY CLAIM OR OTHERWISE.

9. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Sunshine Division for internal and/or promotional use. I hereby grant and convey to the Sunshine Division all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Sunshine Division's use of my name, image, likeness, and voice in perpetuity without any royalties or other compensation owing to me, in any medium or format, for any publicity and without further permission.

10. Miscellaneous. I hereby agree that this Release represents the full understanding between the Sunshine Division 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 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 the Sunshine Division and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

11. 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 Oregon, without reference to any choice of law doctrine.

12. Arbitration Agreement. I agree that any dispute or claim that arises out of or that relates to this Release, the Activities, my participation, volunteering, providing services, or being a part of the staff for the Activities and/or the Sunshine Division, and any other agreements relating to any of the foregoing, or to the interpretation or breach of the same, or to the existence, validity, or scope of such agreements or this agreement to arbitrate, shall be resolved by arbitration in accordance with the then-effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in Portland, Oregon, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof, including without limitation all local, state, and federal courts located in Multnomah County, Oregon, to which I consent and submit for jurisdictional purposes.

13. Integration. This Release – together with any and all policies of the Sunshine Division, the Participant's application and registration to volunteer with the Sunshine Division, and any other agreements in place between the Participant and the Sunshine Division (collectively, "**Other Policies and Agreements**") – contains the entire understanding of the Participant and the Sunshine Division regarding the subject matter of this Release and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Release.

The Participant represents that any and all information provided by the Participant in this Release and as part of the Other Policies and Agreements is accurate and complete. In the event of a conflict between any provisions of this Release and any provisions of the Other Policies and Agreements, the relevant provisions of this Release will govern and supersede. Any exhibits, addenda, schedules, and other attachments that may be submitted relating to this Release are part of this Release.

14. Severability. If a provision of this Release is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Release will not be impaired.

15. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Release will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

16. Further Assurances. I agree to sign other documents and take other actions reasonably necessary to further effect and evidence this Release, and/or my ability to participate as a volunteer with the Sunshine Division.

17. Termination. The termination of this Release or the termination of Participant's participation with or as a guest at any events of the Sunshine Division, regardless of how it occurs, will not relieve Participant of obligations that have accrued before the termination. All provisions of this Release that would reasonably be expected to survive the termination of this Release will do so, including without limitation all provisions relating to assumption of risk, waivers, releases, and indemnification provided by Participant.

18. Authority. If am signing this Release on behalf of any minor(s), I certify that I am the parent or legal guardian of such minor(s), and that I have full authority to sign this Release. On behalf of myself, each minor named below, and my spouse, partner, co-guardian, and all other persons who may claim through or on behalf of such minor, and all heirs, successors, and assigns of the foregoing, I have read and understand the effects of this Release on our legal rights, and I am voluntarily agreeing to and signing this Release without coercion or duress.

19. Digital Signatures. This Release may be signed in counterparts. A digital signature or substitute form of electronic consent – such as via a checkmark placed to confirm my agreement and/or submission of this Release – will constitute my acceptance of all provisions of this Release.

THIS DOCUMENT IS INTENDED TO BE AND IS A BINDING AGREEMENT THAT AFFECTS THE RIGHTS AND ABILITY OF MYSELF, THE BELOW-IDENTIFIED MINOR(S), IF ANY, AND OTHERS CLAIMING THROUGH OR ON OUR BEHALF TO HOLD THE SUNSHINE DIVISION AND OTHERS RESPONSIBLE/LIABLE FOR ANY DAMAGES, INJURIES, OR CLAIMS THAT MIGHT OTHERWISE EXIST. THIS DOCUMENT SUPERSEDES ANY CONTRARY TERMS TO MY PARTICIPATION, VOLUNTEERING, OR CONTRACTING WITH THE SUNSHINE DIVISION.

I HAVE READ AND UNDERSTAND THIS RELEASE. I UNDERSTAND THAT THIS RELEASE IS SUBJECT TO THE GENERAL TERMS AND CONDITION OF MY INVOLVEMENT WITH THE ACTIVITIES RELATING TO THE SUNSHINE DIVISION, INCLUDING WITHOUT LIMITATION THE AGREEMENT TO ARBITRATE ALL DISPUTES AND OTHER PROVISIONS IN THE GENERAL ASSUMPTION OF RISK AND LIABILITY WAIVER. I AM VOLUNTARILY SIGNING THIS ADDENDUM AND HAVE DONE SO WITHOUT DURESS OR UNDUE INFLUENCE. I FURTHER UNDERSTAND THAT, BY SIGNING IT, I AM RELEASING CERTAIN LEGAL RIGHTS I MIGHT OTHERWISE HAVE.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES.**

Signature of Participant: \_\_\_\_\_

Name of Participant (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**DRIVER, VEHICLE, AND INSURANCE INFORMATION**

<b>NAME AS IT APPEARS ON MY DRIVER LICENSE:</b>	
<b>MY DATE OF BIRTH:</b>	
<b>MY DRIVER LICENSE NUMBER:</b>	
<b>STATE THAT ISSUED MY DRIVER LICENSE:</b>	
<b>DRIVER LICENSE EXPIRATION DATE:</b>	
<b>VEHICLE MAKE:</b>	
<b>VEHICLE MODEL:</b>	
<b>VEHICLE YEAR:</b>	
<b>VEHICLE PLATE NUMBER AND STATE OF ISSUANCE:</b>	
<b>VEHICLE INSURANCE CARRIER:</b>	
<b>VEHICLE INSURANCE POLICY NUMBER:</b>	

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Thank you for volunteering with Sunshine Division. We appreciate you and could not have the positive impact in our community without you. You are making a difference!