



Volunteer Agreement

This Volunteer Agreement (“Agreement” is made and entered into between _____ (“Volunteer”) and Meals on Wheels OC, in consideration for Meals on Wheels OC providing Volunteer the opportunity to serve the community through Meals on Wheels OC’s organization. This Agreement is effective as of _____ and supersedes any prior agreements or discussions between Volunteer and Meals on Wheels OC. Volunteer and Meals on Wheels OC are referred to collectively as the “Parties.”

1. **Acknowledgement of Volunteer Status.** By signing this Agreement, Volunteer acknowledges and agrees that Volunteer has chosen to volunteer his or her time and energy to serving the community for public service, religious, or humanitarian objectives. Volunteer further acknowledges and agrees Volunteer’s time and participation as provided pursuant to this Agreement are being provided by Volunteer without contemplation of payment or compensation of any kind by Meals on Wheels OC. Volunteer affirms and agrees that he or she is not an employee of Meals on Wheels OC, and that Volunteer will not claim to be a Meals on Wheels OC employee of Meals on Wheels OC at any time in the future unless the Parties agree in writing otherwise.

2. **Termination of Volunteer Relationship.** Volunteer understands and agrees that Volunteer’s participation in Meals on Wheels OC’s programs is “at-will” in nature. Thus, either Volunteer or Meals on Wheels OC maintains the right to discontinue Volunteer’s status as a Meals on Wheels OC volunteer at any time, with or without advance notice or cause.

3. **Confidentiality.** To the fullest extent permissible under the law, Volunteer agrees to keep confidential any and all information regarding Meals on Wheels OC program participants and clients. This includes, but is not limited to, the name and contact information (including address and phone number) of Meals on Wheels OC participants; information relating to Meals on Wheels OC’s financial or donation activity; medical information relating to Meals on Wheels OC participants and family members; and/or any other information that is in any way identifiable to Meals on Wheels OC program participants.

4. **Abuse Reporting Obligations.** As a condition of volunteering for Meals on Wheels OC, Volunteer agrees to immediately report any reasonable suspicions of elder abuse of Meals on Wheels OC clients directly to the Site Volunteer Coordinator. Types of abuse that Volunteer agrees to report include, but are not limited to, physical abuse, sexual abuse, neglect by others, financial abuse, abandonment, isolation, abduction, or other treatment with resulting physical harm, pain, or mental suffering. In addition, self-neglect (*e.g.*, health and safety issues; malnutrition; dehydration) must also be reported.

5. **Assumption of Risk, Indemnity, and Hold Harmless.** To the fullest extent permissible under the law, Volunteer hereby agrees to assume all responsibility for any and all risk of bodily injury or damage to Volunteer’s property that Volunteer may sustain while participating in volunteer activities associated with Meals on Wheels OC, including Volunteer’s use of Meals on Wheels OC’s equipment and facilities. Volunteer further agrees to indemnify and hold harmless



Meals on Wheels OC and its Board of Directors, officers, employees, agents, vendors, and any affiliated entities from any and all liability, loss, or expenses incurred by Volunteer, and from any claims or litigation arising from Volunteer's participation in Meals on Wheels OC's Volunteer Program.

6. **Agreement to Arbitrate Claims.** As a condition of Volunteer's participation in Meals on Wheels OC's programs, Volunteer and Meals on Wheels OC each agree that final and binding arbitration shall be the sole and exclusive remedy for all Claims between the Parties. The term "Claims" shall mean all past, present, and future claims, disputes, and controversies of any nature in any way arising out of, relating to, or associated with this Agreement or Volunteer's participation in Meals on Wheels OC's programs, whether such claim is asserted by Volunteer against Meals on Wheels OC or by Meals on Wheels OC against Volunteer, except as otherwise required by law. All affiliated entities, predecessors, successors, owners, shareholders, directors, members, officers, employees, and agents of Meals on Wheels OC are intended to be express beneficiaries of this agreement to arbitrate Claims. Any Claim shall be resolved by final and binding arbitration conducted before a single arbitrator in Orange County, California. The arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based. The arbitrator shall apply the same substantive law, with the same statutes of limitations and same substantive remedies that would apply if the claims were brought in a court of law. **Volunteer and Meals on Wheels OC each expressly waive their right to a jury trial in court.** In addition, Volunteer and Meals on Wheels OC agree that all Claims must be arbitrated in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative action or proceeding. The arbitrator shall have no authority or jurisdiction (i) to sever, disregard, or refuse to apply this waiver of class, collective, or representative action, or (ii) to conduct an arbitration, enter an award, or otherwise provide relief to any party, on a class, collective, or representative basis.

7. **Full Understanding and Voluntary Agreement.** Volunteer acknowledges that he or she understands all the terms of this Agreement. Volunteer represents and agrees that Volunteer is executing this Agreement voluntarily and free of coercion, duress, or undue influence, with full knowledge of its significance.

BY SIGNING BELOW, VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER HAS READ, UNDERSTOOD, AND VOLUNTARILY AGREES TO THE ABOVE.

Volunteer Signature

Date

Updated, 10/2019