



## Food Bank of Nevada County School Snack Program

**Attention: All paperwork must be entirely completed and accepted before your school is allowed to pick up food from our organization. No exceptions.**

### Required Paperwork:

- o Memorandum of Understanding
- o Liability Release
- o Program Rules
- o COVID-19 Risk Release
- o Allergen Risk Release
- o Copy of Liability Insurance (include Food Bank of Nevada County as additional insured)



## Memorandum of Understanding

\_\_\_\_\_  
School Name Date

\_\_\_\_\_  
Mailing Address City, State, Zip

\_\_\_\_\_  
Physical Address City, State, Zip

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

The above-named school agrees to comply with the following requirements of The Food Bank of Nevada County. The agency must:

1. Confirm that all products received from The Food Bank of Nevada County will be used solely to assist low-income, elderly persons, infants, students and others in need.
2. Submit a Copy of Liability Insurance (adding The Food Bank of Nevada County as additional insured)
3. Agree that no product received from The Food Bank of Nevada County will be sold, offered for sale, transferred, bartered for money, other properties, personal gain, or services. Product may not be transferred to another agency; product obtained by an agency must be used by the same agency.
4. Distribute food without discrimination in regard to race, national origin, age, religion, politics, sex, or sexual preference.
5. The school must be able to pick up products from The Food Bank of Nevada County.
6. Schools will agree to submit monthly reports of the number of students served.
7. Inform the Food Bank of Nevada County of any changes in contact names, addresses, phone numbers, services provided, and other relevant information.
8. List persons that will be authorized to pick up food from The Food Bank of Nevada County. The Food Bank reserves the right to request an ID from these persons.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
9. Food pick up will be on Fridays at a given time. Dependent on availability.

FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS MAY RESULT IN THE AGENCY'S SUSPENSION FROM THE FOOD BANK OF NEVADA COUNTY.

\_\_\_\_\_  
\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
\_\_\_\_\_  
Food Bank of Nevada County Signature

Date \_\_\_\_\_

Date \_\_\_\_\_



## Liability Release

The undersigned agent of \_\_\_\_\_  
School/Organization

releases the original donor, the manufacturer, and The Food Bank of Nevada County, from any liability resulting from the condition of the donated food, and further agrees to indemnify and hold harmless against all and any liabilities, damages, claims, causes of action, and suits of law, or in equity, or any obligation whatsoever arising out of, or attributed to, any action of said agency, or any personnel employed by said agency in connection with its storage and use of the donated food.

It is further agreed that:

1. The Food Bank of Nevada County and the original donor expressly disclaim any implied warranties as to the purity of fitness for consumption of any or all such donated items.
2. That all items accepted are accepted in “as is” condition.
3. The Food Bank of Nevada County is a facility that also processes, manufactures, and handles allergens and it is understood that our food may contain peanuts, wheat, milk, egg, fish, crustacean shellfish, tree nuts, soybeans and other allergens.
4. The agency will not sell or offer for sale food products received from The Food Bank of Nevada County.
5. The school agrees to provide The Food Bank of Nevada County with a copy of liability insurance listing The Food Bank of Nevada County as additional insured.
6. All above stated conditions are in effect as long as the school is a partner of The Food Bank of Nevada County, or until written notice from The Food Bank of Nevada County.

I HAVE READ AND UNDERSTAND ALL REQUIREMENTS LISTED ABOVE AND AGREE TO ADHERE TO THEM COMPLETELY.

\_\_\_\_\_  
School Administrator

\_\_\_\_\_  
Date



## Rules for School Snack Program

### Paperwork

- Monthly reports are due by the first week of the following month (how many kids receive snacks each month).
- Ensure that all necessary fields on inventory sheets are complete and legible.
- Update your insurance records with staff when they change/renew.

### Safety

- Masks are required (NO EXCEPTIONS)
- Never take items from the side of the pallet if it will create a hazard. Ask when unsure.
- Inform staff of spills and hazards immediately.
- DO NOT enter the warehouse unless told to.
- No Public Restroom.
- No open-toed shoes.

### Conduct

- We all have the same mission of feeding the community. Be considerate of other agencies and schools.

Don't take more than reasonable or necessary amounts.

Don't take more than you can use.

- Respect quantity limits set by staff. Ask when unsure.
- Mandatory 20-minute time limit for each school This can affect other agencies or schools if not followed.
- One vehicle per school allowed in Food Bank designated parking, unless otherwise authorized by staff.
- Instruct any new representatives from your school of the rules.
- Respect staff and volunteers.
- Failure to follow these rules could result in suspension or removal from the program.

Please acknowledge that you have read and received a copy of these rules.

School: \_\_\_\_\_

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

Representative Signature: \_\_\_\_\_

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



## COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

**RELEASE AND WAIVER.** In consideration of my receiving food from The Food Bank of Nevada County, I, being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Service Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in the Services or any travel related thereto. I promise not to sue Service Provider for any of the foregoing.

**ASSUMPTION OF RISKS.** I understand that while Service Provider has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Services, Service Provider is not responsible in any manner for any risks related to COVID-19 in connection with the Services. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

**I have read and understood this Agreement and entered into it voluntarily in consideration of the opportunity to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**

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Administrator Signature

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Date

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Printed Name



## Allergen Assumption of Risk, Release, and Waiver of Liability Agreement

**RELEASE AND WAIVER.** In consideration of my receiving food from The Food Bank of Nevada County, I, being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Service Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to allergic reactions and in connection with my participation in the Services or any travel related thereto. I promise not to sue Service Provider for any of the foregoing.

**ASSUMPTION OF RISKS.** I am aware of the risks that come with bringing potential allergens into a school setting. I understand that consumption, touch, and/or smell of allergens could result in illness, injury of multiple parties, property damages, and/or potential death. By signing this document, I acknowledge my comprehension of the many types of danger these allergens could cause and accept full responsibility.

This Allergen Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This agreement may be executed, made, and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

**I have read and understood this Agreement and entered it voluntarily in consideration of the opportunity to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**

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Administrator Signature

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Date