



FEED MELBOURNE PROGRAM

Join us to help share #biglove & #rescuedfood with #ourfriendsonthestreet of Melbourne

RELEASE, WAIVER AND INDEMNITY

This Release, Waiver and Indemnity is in favour of "The Big Umbrella" ABN 11 863 933 034 of 10-12 Prentice Street, Brunswick, Victoria 3056, a nonprofit organisation ("The Big Umbrella").

I, the Participant (listed below), in consideration for The Big Umbrella allowing me to volunteer with their organisation in providing food services and related activities ("Activities") understand that the Activities include:

1. serving food at night on the streets of Melbourne;
2. engaging with different kinds of people;
3. lifting and carrying various items related to the Activities;
4. cooking and preparing food; and
5. providing incidental services related to 1 to 4 above.

I recognise that there are risks involved in participating in the Activities and hereby waive, release and discharge The Big Umbrella, its trustees, officers, directors, employees, agents, contractors and volunteers ("Released Parties") from all claims, causes of action, liabilities or demands that I may have against any of the Released Parties, including arising from any negligence by any Released Party, arising from any injury, loss or damage of any kind suffered by me in connection with my participation in the Activities or any breach by any Released Party of their statutory or other duty of care, to the extent permitted by law. I agree that I will take all necessary precautions and actions to ensure my own safety whilst engaging in the Activities by using my common sense and following all lawful directions and advice of The Big Umbrella.

I agree to indemnify and keep indemnified The Big Umbrella, its trustees, officers, directors, employees, agents, contractors and other volunteers ("Indemnified Parties") against all costs, losses, damages or liability:

- arising from or in connection to my attendance and/or participation in the Activities; and
- incurred by or alleged against an Indemnified Party in connection to my attendance and/or participation in the Activities.

I acknowledge that my participation in the Activities is exclusively at my own risk and I understand that I have the option of withdrawing my participation from the Activities at all times.

I declare that I am physically and mentally fit and able to participate in the Activities. I further declare that I am not, and will not be at the time of participation in the Activities, under the influence of alcohol, medication or any other substance which may impair my judgement, physical ability or capacity to participate in the Activities.

I understand and acknowledge that The Big Umbrella does not provide health or medical insurance in connection with the Activities and I agree that I am and at all times will be financially responsible for any costs, losses or damages incurred as a result of medical treatment, including emergency medical treatment and/or transportation to a medical facility, in connection with my participation in the Activities. This includes emotional, physical and or mental damage to myself.

I consent to the free use of my name, appearance (in recordings including videos) and image (including photographs and pictures) of me in any broadcast, telecast, print, publication, website and media by The Big Umbrella or authorised by The Big Umbrella in relation to my attendance and participation in the Activities. I understand and acknowledge that should I not wish to feature in any such publications that it is my responsibility to ensure that I am not in any photographs or films when the Activities are being photographed and filmed.

Any failure or delay on the part of The Big Umbrella to insist upon strict performance by me of any provision of this Release, Waiver and Indemnity will not be taken to be a waiver of such provision or of any rights of The Big Umbrella and will not be taken to be a waiver of the same provision on any subsequent occasion.

This Release, Waiver and Indemnity will be governed by and construed in accordance with the laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Release, Waiver and Indemnity, its performance or subject matter.

To express my understanding and acceptance of this Release, Waiver and Indemnity, I, the Participant, sign this Release, Waiver and Indemnity as a deed poll in favour of The Big Umbrella.

Participant name (please print): _____

Signature: _____ **Date:** _____



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CONFIDENTIALITY AGREEMENT FORM

This policy is signed in favour of "The Big Umbrella" ABN 11 863 933 034 of 10-12 Prentice Street, Brunswick, Victoria 3056, a nonprofit organisation ("The Big Umbrella").

All information concerning clients, former clients, staff, former staff, volunteers and former volunteers of The Big Umbrella is confidential information ("Confidential Information"). You are free to talk about The Big Umbrella and about its programs including the programs in which you participate and your position at The Big Umbrella, however you must not disclose any Confidential Information to anyone outside The Big Umbrella. You must not disclose the names of current or former clients, staff or volunteers or talk about them in ways that may make their identity known ("Personal Information") without appropriate authorisation from The Big Umbrella and the person whose personal Information is being disclosed or used. This is a basic component of client care and business ethics, and we take the protection of Confidential Information and Personal Information very seriously. The Big Umbrella including their board of directors, staff and its clients rely on paid and volunteer staff to conform to these rules of confidentiality and privacy.

The Big Umbrella expects you to respect the privacy of current and former clients, staff and other volunteers and to maintain the confidentiality of Confidential Information and Personal Information. All records dealing with current or former clients, staff and volunteers constitute Confidential Information and Personal Information. General information which does not include Confidential Information or Personal Information, policy statements or statistical material that cannot identify any individual is not considered confidential by The Big Umbrella.

Failure to respect the privacy of clients, staff and other volunteers and maintain confidentiality as set out above may result in the termination of your participation in The Big Umbrella's foods services and related activities, or other corrective action. This policy is intended to protect you, as well as The Big Umbrella and its current and former clients, staff and other volunteers because violations of this policy may have serious consequences including against you personally. On a more personal level, disclosure could damage your relationship with the client and make it difficult to help them.

By necessity, Personal Information and Confidential Information is disclosed to you because of the nature of The Big Umbrella's work and the ways in which you work with The Big Umbrella. What is disclosed to you is necessary for you to provide The Big Umbrella's food services and related activities to its clients.

I have read this policy. I agree to abide by the requirements set out in this policy and will immediately inform my supervisor if I believe any violation (unintentional or otherwise) of the policy has occurred. I understand that violation of this policy may lead to disciplinary action against me.

I acknowledge and agree that my obligations of confidentiality in this policy extend beyond the time at which I volunteer with The Big Umbrella, even if I am no longer associated with The Big Umbrella.

Any failure or delay on the part of The Big Umbrella to insist upon strict performance by me of any provision of this policy will not be taken to be a waiver of such provision or of any rights of The Big Umbrella and will not be taken to be a waiver of the same provision on any subsequent occasion.

This policy will be governed by and construed in accordance with the laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this policy, its performance or subject matter.

I, the Participant, sign this policy as a deed poll in favour of The Big Umbrella.

Participant name (please print): _____

Signature: _____ **Date:** _____