

HEARTLAND LIFT

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND CONFIDENTIALITY AGREEMENT

VOLUNTEER GROUND TRANSPORTATION / DRIVING

NO MODIFICATIONS OF ANY KIND PERMITTED

READ CAREFULLY — THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS. BY SIGNING, YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, RELATED TO VOLUNTEER DRIVING SERVICES PERFORMED FOR HEARTLAND LIFT.

This is a one-time release covering all future volunteer driving missions performed on behalf of Heartland Lift, unless revoked in writing by the volunteer.

1. RELEASEES

"Releasees" means Heartland Lift, its officers, directors, board members, employees, and agents.

2. STATEMENT OF ACTIVITIES

As a volunteer driver, I will use my own personal vehicle to transport goods, supplies, or food on behalf of Heartland Lift.

3. DRIVER ACKNOWLEDGMENT

I understand and agree that:

I am solely responsible for maintaining a valid driver's license, vehicle registration, and insurance coverage at all times.

Heartland Lift does not provide vehicle insurance, liability insurance, or any coverage for damage to my vehicle, injury to myself, or injury to third parties arising from my driving.

My participation is entirely voluntary, and I may decline any individual driving assignment without consequence.

Heartland Lift is not responsible for road conditions, traffic, weather, mechanical failure, or any other circumstance encountered during a drive.

I am not entitled to workers' compensation, medical coverage, or any financial assistance from Heartland Lift in the event of injury or illness arising from my volunteer activity.

4. ASSUMPTION OF RISK

I understand that operating a motor vehicle carries inherent risks, including but not limited to collisions, property damage, injury, and death. I voluntarily assume all such risks.

5. RELEASE, WAIVER, COVENANT NOT TO SUE, AND INDEMNIFICATION

In consideration of being permitted to volunteer as a driver for Heartland Lift, I hereby irrevocably waive, release, and discharge all Releasees from any and all liability, claims, demands, causes of action, damages, losses, injuries, or expenses of any kind, whether known or unknown, foreseeable or unforeseeable, arising from or related to my volunteer driving activities. This release applies to claims based on active or passive negligence, including gross negligence, to the fullest extent permitted by applicable law.

I further agree that I will not initiate or maintain any lawsuit, claim, or legal action against any Releasee for any reason arising from my volunteer driving activities. If I violate this covenant not to sue, I agree to be solely responsible for all legal fees, costs, judgments, and damages incurred by any Releasee.

I agree to indemnify, defend, and hold harmless all Releasees from any claim, demand, action, or proceeding brought by me, my heirs, my estate, or any third party, arising out of or related to my volunteer driving activities, including any accident, collision, or incident involving my vehicle.

6. NO EMPLOYMENT RELATIONSHIP

I understand that I am a volunteer, not an employee, contractor, or agent of Heartland Lift, and I am not entitled to wages or benefits.

7. REIMBURSEMENT

I understand that Heartland Lift may, at its sole discretion, offer mileage reimbursement or other reimbursement for expenses incurred in connection with volunteer driving. I acknowledge that:

Heartland Lift has no obligation to provide any reimbursement, and any reimbursement offered is voluntary on its part.

Reimbursement rates, methods, and eligibility may be changed, suspended, or discontinued at any time, without notice, and for any reason.

The availability of reimbursement in the past does not entitle me to reimbursement for any future drive.

Reimbursement is not wages, compensation, or consideration for services, and receiving it does not create an employment or contractor relationship.

I am responsible for any tax consequences of reimbursement I receive.

8. CONFIDENTIALITY

Heartland Lift conducts delivery activities in partnership with agencies that serve individuals and households receiving food or other assistance. In the course of volunteer driving, I may receive confidential information, including recipient names, addresses, phone numbers, household details, and the fact of their participation in an assistance program.

I agree that I will (unless required by the law):

Use such information solely for the purpose of completing my assigned deliveries.

Not disclose such information to any person outside Heartland Lift and the relevant partner agency.

Not photograph, record, copy, post, or share such information, including on social media.

Not retain such information after a delivery is complete, and destroy or return any route sheets, address lists, or other materials containing it.

Not contact a recipient for any purpose unrelated to an assigned delivery.

These obligations continue after I stop volunteering with Heartland Lift. I understand that Heartland Lift may be required to confirm to a partner agency that I have agreed to these terms.

9. GENERAL PROVISIONS

No verbal statements or representations modify this Agreement. If any provision is found invalid, the remaining provisions remain fully enforceable. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written statements, including any prior release of liability signed by me in connection with volunteer driving for Heartland Lift. All waivers, releases, indemnification, and confidentiality obligations survive indefinitely and apply to all future volunteer drives performed for Heartland Lift. This Agreement is binding upon me and my heirs, executors, administrators, successors, and assigns.

This Agreement shall be governed by the laws of the State of Iowa.

ANTI-TAMPERING CLAUSE

This Agreement may not be altered, edited, modified, retyped, reformatted, digitally manipulated, or supplemented in any way by the Releasor.

Driver FULL LEGAL Name (PRINT): _____

Signature: _____

Date: _____

Email this filled out form to: heartlandlift@gmail.com

