

## **Release and Waiver of Liability**

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this day of	_, 20, by
(the "Volunteer") in favor of Food4Kids Backpack Program of North Flo	<u>orida, Inc</u> .; a nonprofit
corporation, their directors, officers, employees, volunteers, and agents (collectively, "Food4Kids and	Partners").

The Volunteer desires to work as a volunteer for Food4Kids and Partners and engage in the activities related to being a volunteer (the "Activities").

The Volunteer understands that the Activities may include working in non- air conditioned spaces, general industrial settings, or outdoor spaces where dust, dirt, insects, plants, inclement weather including lightning may be present. Additionally, the Activities may include lifting, bending, reaching, sitting, standing or crouching for extended periods of time while handling a variety of purchased or donated food items.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Food4Kids Backpack and Partners, and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Food4Kids Backpack and Partners. Volunteer understands that this Release discharges Food4Kids Backpack and Partners from any liability or claim that the Volunteer may have against Food4Kids Backpack and Partners with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Food4Kids Backpack and Partners, whether caused by the negligence of Food4Kids Backpack and Partners or their officers, directors, employees, or agents or otherwise.

Volunteer also understands that Food4Kids Backpack and Partners do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

<u>Medical Treatment.</u> Volunteer does hereby release and forever discharge Food4Kids Backpack and Partners from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Food4Kids Backpack and Partners Assumption of the Risk.

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, equipment set-up, loading and unloading, and transportation to and from the work sites.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Food4Kids Backpack and Partners from all liability for injury, illness, death, or property damage resulting from the Activities.

<u>Insurance.</u> The Volunteer understands that, except as otherwise agreed to in writing; Food4Kids Backpack and Partners do not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

<u>Photographic Release.</u> Volunteer does hereby grant and convey unto Food4Kids Backpack and Partners all right, title, and interest in any and all photographic images and video or audio recordings made by Food4Kids Backpack and Partners during the Volunteer's Activities with Food4Kids Backpack and Partners, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

<u>Other.</u> Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Volunteer(s) under the age of 18:         Name:       DOB:         Name:       DOB:         Name:       DOB:         Name:       DOB:         Name:       DOB:         Name:       DOB:	Volunteer understands and agrees to terms of this rele	ase with volunteer signature witnessed below.
Print   Signature:	Volunteer Name:	Signature:
Volunteer's Address:		
Volunteer's Address:		Signature:
Volunteer's Phone (H):	Print	
Minors.  Minors.  Minors. If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release. Direct adult supervision of the minor volunteer by parent or guardian is required while volunteering with Food4Kids.  Volunteer(s) under the age of 18:  Name:  DOB:  Name:  SOB:  Name:  SOB:  Parent/Guardian understands and agrees to terms of this release and consents for minor child to serve as a volunteer with Food4Kids Backpack Program of North Florida, Inc., participate in activities on a voluntary basis, without compensation and agrees to provide proper supervision of minor while volunteering. Parent/Guardian signature witnessed below.  Parent/Guardian Name:  Print  Witness Name:  Signature:  Signature:	Volunteer's Address:	
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Name:		
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	Print	
		Signature:

