



## Waiver & Release of Liability & Hold Harmless Agreement ("Agreement")

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1. In consideration for my participation in my Foodwise volunteering (the "activity"), I agree to assume all risks and hereby release, waive, discharge and covenant not to Foodwise, its directors, officers, agents, and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to death, injury loss, or property damage, including, but not limited to medical bills, lost wages pain and suffering and attorney fees and costs that I may sustain as a result of my participation in such activity, even though such may arise from the negligence on the part of the persons or entities being released, or because of their possible liability without fault, or through no fault of my own.
2. To the best of my knowledge, I am not aware of any disability or health-related reasons or problems that would preclude or restrict my participation in this activity. I am fully aware of risks and hazards connected with the activity, and I hereby elect to voluntarily participate in said activity, knowing that the activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that I may sustain as a result of being engaged in such activity.
3. I agree to indemnify, defend and hold harmless Foodwise, its directors, officers, agents, and employees, from any loss, liability, damage or costs, including court costs and attorneys' fees that may be incurred, due to my participation in said activity.
4. I expressly intend that this Agreement shall bind my family, heirs, successors, assigns and personal representative and, on behalf of each of the foregoing, shall be deemed as a release, waiver, discharge and covenant not to sue Foodwise, its directors, officers, agents, and employees. I hereby further agree that this shall be construed in accordance with the laws of the State of California.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND I AM SIGNING IT VOLUNTARILY. No oral representations, statements, or inducements have been made in connection with my signing the Agreement. I am aware that this is a contract between me and Foodwise. If I am under eighteen (18) years of age, or I am not legally competent to sign on my own behalf, my legal guardian has completely reviewed this Agreement and understands and consents to its terms and authorizes my participation in the activity by his/her signature below.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING BELOW.

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Volunteer Signature

Volunteer Printed Name

Date

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Legal Guardian Signature

Legal Guardian Printed Name

Date