



## Waiver and Release of Liability

In consideration of being allowed to participate in any way in Feeding America Riverside & San Bernardino's (FARSB) volunteer services program (the "Volunteer Program"), its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. There is a risk of property damage or personal injury from the activities involved in the Volunteer Program, including but not limited to the potential for death or bodily injury, and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE "RELEASEES" (DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; and
3. I willingly agree to comply with all stated and customary terms and conditions for participation in the Volunteer Program. If, however, I observe an unusual or significant hazard or risk during my participation in the Volunteer Program, I will remove myself from participation and bring such hazard or risk to the attention of the Food Bank immediately; and
4. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL AND LEGAL REPRESENTATIVES AND NEXT OF KIN, AGREE TO ASSUME ALL RISKS AND TO RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE FARSB, ANY DESIGNATED BENEFICIARIES, DONORS, SPONSORS, SPONSORING AGENCIES, PARTICIPATING SCHOOLS, COMMUNITY ORGANIZATIONS, OR PARTICIPATING COMPANIES, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED FOR THE VOLUNTEER PROGRAM OR ITS ACTIVITIES TOGETHER WITH EACH OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OFFICIALS, AGENTS, ATTORNEYS, AND AFFILIATES (COLLECTIVELY, THE "RELEASEES"), FOR ANY CLAIM, LOSS OR LIABILITY THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION IN THE VOLUNTEER PROGRAM, INCLUDING FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY NEGLIGENCE OR CARELESSNESS OF THE RELEASEES OR OTHERWISE.
5. I intend by this Waiver and Release to release in advance, and to waive my rights and to discharge all of the Releases from, all claims, losses or liabilities for personal injury, including but not limited to death or bodily injury, or property damage that I may have or claim to have, or which may hereafter accrue to me as a result of my participation in this event, even though that liability may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns, personal and legal representatives, and next of kin.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE ASSUMED SIGNIFICANT RISKS AND GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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PRINT NAME

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SIGNATURE