

SECOND HARVEST COMMUNITY FOOD BANK
VOLUNTEER RELEASE, INDEMNIFICATION,
AND HOLD HARMLESS AGREEMENT

Volunteer Activity: _____

Volunteer Name: _____

In consideration of participating in the volunteer activity identified above, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, gross negligence, and similar actions, Second Harvest Community Food Bank and its directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative, and estate, and agree as follows:

1. I acknowledge that the volunteer activity identified above involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, physical injury; medical conditions resulting from physical activity; and damaged clothing or other property and such risks may arise from, but not limited to, lifting or otherwise moving heavy objects, working in close quarters with other volunteers and employees, working in areas with heavy machinery, and working in areas without customary temperature control. I understand such risks cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in the volunteer activity identified above or that might have been caused by the negligence, gross negligence, and similar actions of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that activity conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation in the activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence, gross negligence, and similar

actions. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the activity identified above, or else I agree to bear the costs of such injury or damage myself.

5. I represent that I have no medical or physical condition which could interfere with my safe participation in the activity identified above, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit, I agree to do so solely in Buchanan County, Missouri, and I further agree that the substantive law of Missouri shall govern.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in activity identified above, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document, and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the activity identified above might not be made available to me if I were to choose not to sign this document. I agree that the opportunity to participate in the activity identified above in return for the execution of this document is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature: _____ **Date:** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for volunteers under the age of 18)

By my execution of this Agreement, I am agreeing to the terms stated above on behalf of the above-identified volunteer. In consideration of the above-identified volunteer being permitted to participate in the activity identified above, I agree to indemnify and hold harmless Releasees from any claims alleging negligence, gross negligence, and similar actions which are brought by or on behalf of said volunteer or are in any way connected with such participation by minor.

Signature: _____ **Date:** _____

Printed Name: _____

Relationship to Volunteer: _____

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(continued)

GROUP OR ORGANIZATION ADDITIONAL AGREEMENT

(Must be completed for organized groups, including those with minor participants)

By signing below, I certify that I am an authorized representative of the organization or group listed above and that I have authority to sign on behalf of all participants, including minors. I agree that the organization assumes responsibility for all members of the group and agrees to indemnify and hold harmless Second Harvest Community Food Bank and its Releasees from any claims arising from participation in this volunteer activity. This agreement shall remain on file and in effect for a period of one year from the date of signature and shall apply to all group volunteer activities during that time.

Organization _____ Date: _____
Name:

Printed Name & Title: _____

Authorized _____
Representative Signature: