WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR

ALABAMA CHILDHOOD FOOD SOLUTIONS, INC.

Name of Volunteer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian (if under age 18) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_Emergency Contact Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mileage to Warehouse \_\_\_\_\_\_\_\_\_\_

Home Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In consideration for receiving permission to participate as a **VOLUNTEER** for Alabama Childhood Food Solutions, Inc., I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereby **release, waive, discharge and covenant not to sue** Alabama Childhood Food Solutions, Inc, and its Directors, Officers, Employees, or other Volunteers, (thereafter referred to as **releasees**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any of the property belonging to me, **whether caused by the negligence of the releasees**, nor otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted, or anywhere else while serving as a **VOLUNTEER** for Alabama Childhood Food Solutions, Inc. (thereafter referred to as **ACFS**)
2. I am fully aware of the risks involved and hazards connected with volunteering for **ACFS**, including but not limited to physical, or any other type of injury, related to: driving, operating equipment, moving, receiving, packing or distributing food or any other type of activity associated with **ACFS** and I hereby elect to voluntarily participate in said activity with full knowledge that said 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 may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity **whether caused by the negligence of releasees or otherwise**.
3. I further hereby **agree to indemnify and hold harmless the releasees** from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my participation in said activity **whether caused by negligence of releasees** or otherwise.
4. I understand that ACFS does not maintain any insurance policy covering any circumstance arising from my participation as a volunteer or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance policies.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **release, waiver, discharge, and covenant not to sue** the above-named **releasees**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Alabama.
6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made: I am at least eighteen (18) years of age and fully competent, and I execute this release for full, adequate and complete consideration fully intending to be bound by same.
7. If I am younger than eighteen (18) years of age, my parent or legal guardian is signing and executing this Hold Harmless Agreement on my behalf and will be enforceable as if I were signing as an adult.

**In witness whereof, I have hereunto set my hand and seal on this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Volunteer Participant (if over 18 years of age)**

**Witness:** **Volunteer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature

**Parent/Guardian/Group Leader if Volunteer is under 18 years of age**

**Witness:** **Volunteer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature