

Volunteer Release and Waiver of Liability

In consideration for the willingness of the Capital Area Food Bank to accept the individual signing below (“I” or “Volunteer”) as a volunteer, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Volunteer, intending to bind Volunteer and Volunteer’s heirs, administrators, executors, successors and assigns, does freely, voluntarily and without duress agree as follows:

Nature of Participation: I understand that I am providing services to and engaging in activities with the Capital Area Food Bank on a voluntary, unpaid basis. I agree that I am not an employee or agent of the Capital Area Food Bank, and that I am not entitled to and do not expect any compensation or terms of employment whatsoever from the Capital Area Food Bank.

Waiver and Release: I, for and on behalf of Volunteer and Volunteer’s heirs, successors, beneficiaries and assigns, covenant not to sue and DO HEREBY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS AND FULLY INDEMNIFY the Capital Area Food Bank and its affiliates, officers, directors, staff, employees, volunteers, agents and representatives, sponsors, heirs, administrators, successors and assigns from any and all liability, claims, demands, expenses, or causes of action whatsoever that may arise in law or equity arising out of or relating to the performance or non-performance of my assigned duties as a volunteer, including (but not limited to): any first aid or medical services rendered to me, minors in my care, or others, in connection with any emergency, or any theft, property damage, illness, or death during my tenure as a volunteer for the Capital Area Food Bank, regardless of where such tenure is carried out or where such services are rendered. By submitting my registration online, or checking in at the kiosk onsite, at an affiliate location or affiliate partner location, or by signing the form onsite, I agree that I am participating in activities that have a potential risk of injury and waive and release the Capital Area Food Bank from and of any liability. I agree that the release, discharge and agreement to hold harmless and fully indemnify set forth in this document are intended to be as broad and inclusive as permitted by law.

Assumption of Risks: I am aware of the risks inherent in performing any physical activities and in traveling to and from locations where the Capital Area Food Bank and its partners perform their services, and I understand that there is a possibility of accidental or other physical injury or death to myself or others or of the loss or damage to my property. I HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THESE RISKS and the risks of damage, injury, illness, harm or death in connection with the volunteer work.

Photo Release: I understand that my name, photograph, or video image by be used for any reason by the Capital Area Food Bank and their sponsors. I agree to be photographed or recorded in connection with the volunteer work. I hereby irrevocably grant and convey to the Capital Area Food Bank all right, title and interest in any and all photographic images and other media recordings taken of Volunteer in the course of volunteering or other activities and events of the Capital Area Food Bank, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs and other media recordings. I understand and agree that I am waiving all rights to privacy and ownership regarding the use of such photographs and other media recordings.

This is a complete release, discharge, and waiver of any and all actions or causes of action against the entities and persons set forth above and the officers, directors, employees, volunteers, agents and representatives of those entities. Volunteer expressly agrees that this release is intended to be as broad and inclusive as permitted by laws of the District of Columbia, and that this release will be governed by and interpreted in accordance with the laws of the District of Columbia without giving effect to its conflict of laws rules. Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and Capital Area Food Bank will be a state or federal court having jurisdiction over the District

of Columbia. If any clause or provision of this release shall be held to be invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this release, which shall continue to be enforceable. No amendments hereto (except those made by a court of competent jurisdiction pursuant to the terms of this release) are valid unless made in writing and signed by Volunteer and a duly authorized officer of the Capital Area Food Bank. Volunteer acknowledges and agrees that Volunteer has had an opportunity to read this release in full and to ask any questions regarding its contents.

Name: _____

Date: _____

Signature: _____

Parent or Legal Guardian Release for Volunteers under 18 years of age: As the parent or legal guardian of the above Volunteer, I give my full consent to allow my child or ward to volunteer services for the Capital Area Food Bank and its agents as described in the above Volunteer Release and Waiver of Liability. I have read and fully understand the terms and conditions in this Volunteer Release and Waiver of Liability. On behalf of myself and my child or ward, I agree to all the terms and conditions outlined in this Volunteer Release and Waiver of Liability.

Parent/Guardian Name: _____

Date: _____

Parent/Guardian Signature: _____

I have read this form in its entirety and understand that by signing below I agree to all terms and conditions as listed.

Name: _____

Signature: _____

Date: _____