



## VOLUNTEER RELEASE & WAIVER OF LIABILITY

This Release and Waiver of Liability (*the "Release"*) executed by the registrant (*the "Volunteer"*) in favor of Second Harvest Food Bank of East Central Indiana, a nonprofit corporation, their directors, officers, employees, and agent (**collectively, "Organization"**). The Volunteer desires to serve as a volunteer for Organization and engage in the activities related to being a volunteer (**the "Activities"**). The Volunteer understands the Activities may include bending, lifting, cutting, painting, general cleaning and sorting of both food and nonfood items, both inside and outside of the building and both on the premises and off the premises at remote locations.

I, having registered and intending to volunteer, on behalf of myself and/or any minor child/children for whom I have the capacity to contract, acknowledge and agree that I hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. Release and Waiver:** I hereby release and forever discharge and hold harmless the Organization and its successors and assigns from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer Activities with Organization. I understand that this Release discharges Organization from any liability or claim that I may have against Organization with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my Activities with Organization, whether caused by the negligence of Organization or its officers, directors, employees, agents or otherwise. I also understand that Organization does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- 2. Medical Treatment:** I do hereby release and forever discharge Organization from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the my Activities with employees, and agents to seek and obtain reasonable and necessary medical care for me including, but not limited to, the ability to consent to any reasonable and necessary medical examination, any X-ray or other diagnostic examination, and any needed medical, dental, or surgical diagnosis, treatment and hospital care.
- 3. Assumption of the Risk:** I understand that the Activities include work that may be hazardous and may include, but are not limited to bending, lifting, cutting, painting, general cleaning and sorting of both food and nonfood items, both inside and outside of the building and both on and off the property. I hereby expressly and specifically assume the risk of injury or harm in the Activities and do hereby release Organization from all liability for injury, illness, death, or property damage resulting from Activities.
- 4. Insurance:** I understand that Organization does not carry or maintain health, medical, or disability coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain their own medical or health insurance coverage.
- 5. Other:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that this Release shall be governed by and Interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue to be enforceable.
- 6. Media Release:** I acknowledge that photos and videos may be taken of my volunteer service, and that these photos may be used publically to spread the word of the work of Second Harvest.

**I acknowledge that by registering and accepting the online check input, acknowledge that I have read this release of liability, the policies, terms and conditions, and am signing it voluntarily.**