



## WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the Berkley Cares Food Pantry's volunteer services program (the "BCFP Volunteer Program"), its related events and activities,

I, \_\_\_\_\_, acknowledge, appreciate, and agree that:

1. I am 18 years of age or older \_\_\_\_\_
2. There is a risk of property damage or personal injury or illness from the activities involved in the BCFP Volunteer Program, including but not limited to the potential for bodily injury, illness, infection, or death, and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury, illness or infection does exist. The BCFP Volunteer Program may cause participants to engage in physical contact with others. Thus, the BCFP Volunteer Program may present certain risks associated with the transmission of COVID-19, including, but not limited to: (i) being unable to maintain social distancing standards; and  
  
(ii) physical contact with other participants. According to the Centers for Disease Control and Prevention ("CDC"), older adults and people of any age who have serious underlying medical conditions might be particularly susceptible to COVID-19. All participants should seek medical advice concerning safe participation in the Volunteer Program. Being so advised, I understand and acknowledge that the nature of the Volunteer Program may expose me to certain risks associated with the transmission of COVID-19. I further understand acknowledge that such exposure may impact me and those with whom I come into close contact with.
3. 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.
4. I willingly agree to comply with all stated and customary terms and conditions for participation in the BCFP Volunteer Program. If, however, I observe any unusual or significant hazard or risk during my participation in the BCFP Volunteer Program, I will remove myself from participation and bring such hazard or risk to the attention of the Food Pantry immediately.
5. 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 the berkley cares food pantry, 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 bcfp 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 bcfp volunteer program, including for bodily injury, illness , death, or property damage, whether caused by injury, illness, infection, death or property damage, whether caused by negligence or carelessness of the releasees or otherwise.

6. Volunteer understands that Berkley Cares Food Pantry does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Volunteer does hereby grant and convey unto Berkley Cares Food Pantry all right, title, and interest in any and all photographic images and video or audio recordings made by Berkley Cares Food Pantry during the Volunteer's Activities with Berkley Cares Food Pantry, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. Volunteer also agrees 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 this Release which shall continue to be enforceable.

8. I intend by this Waiver and Release to release in advance, and to waive my rights and to discharge all of the Releasees from, all claims, losses or liabilities for personal injury or illness, including but not limited to death or bodily injury, illness or infection 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.

9. In the event a Volunteer uses his/her personal vehicle for Activities related to a volunteer project of Berkley Cares Food Pantry, including the pick up or delivery of donations, the vehicle shall be properly insured. Volunteer understands that Volunteer's insurance is the primary insurance, and further understands that Berkley Cares Food Pantry will not pay for damage to Volunteer's personal vehicle or bear responsibility for any other property damage or bodily injuries that may result from the use of the vehicle for volunteer service for Berkley Cares Food Pantry. Upon request, Volunteer hereby agrees to provide verification of Volunteer's valid driver's license, vehicle registration and proof of insurance.

10. This waiver is also given on behalf of the following minor. (One document per minor, please.)

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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Participant's Signature/Legal Guardian of Minor Date

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Participant's Name

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Minor's Name Date