

## **Volunteer Release and Waiver of Liability Form**

This Release and Waiver of Liability (the "release") executed on \_\_\_\_\_ by (name of volunteer candidate or volunteer group leader) \_\_\_\_\_ ("Volunteer") releases East Texas Food Bank, ("ETFB") a nonprofit corporation organized and existing under the laws of the State of Texas and each of its directors, offices, employees, and agents.

Volunteer understands that the scope of Volunteer's relationship with ETFB is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that ETFB will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to ETFB.

1. **Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless ETFB and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to ETFB. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against ETFB with respect to bodily injury, personal injury, illness, death or property damage that may result from the services I provide to ETFB or occurring while I am providing volunteer services.
2. **Insurance:** Further I understand that ETFB does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of ETFB beyond what may be offered freely by ETFB in the event of such injury or medical expenses incurred by me.
3. **Medical Treatment:** I hereby Release and forever discharge ETFB from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit.
4. **Assumption of Risk:** As a volunteer, I hereby expressly assume the risk of injury or harm from these activities and Release ETFB from all liability for injury, illness, and death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services.
5. **Photographic Release:** I grant and convey to ETFB all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by ETFB in connection with my providing volunteer services to ETFB.
6. **Other:** As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and the State of Texas. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily for myself and on behalf of any members of my volunteer group.

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Signature

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Date

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Parent or Guardian Signature (if above is under the age of 18)

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Date