

## Volunteer Liability Waiver

Important: Each volunteer must sign the "Release and Waiver of Liability" before working at the San Antonio Food Bank. Please complete this form and bring it with you before you begin work. *Read this waiver very carefully before you sign.*

### Waiver of Liability

This Waiver of Liability (the "Waiver") executed on this \_\_\_\_day of \_\_\_\_\_, 2009, by \_\_\_\_\_(the "Volunteer") in favor of the SAN ANTONIO FOOD BANK, a nonprofit corporation organized and existing under the laws of the State of Texas, USA, its directors, officers, employees, and agents.

I, the Volunteer, desire to work as a volunteer for the San Antonio Food Bank in the activities related to being a volunteer for a work project.

I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

**1. Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless the San Antonio Food Bank 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 my volunteer work with the San Antonio Food Bank.

I understand and acknowledge that this Waiver discharges the SAFB from any liability or claim that I, the Volunteer, may have against the SAFB with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on the SAFB work site. I also understand that the SAFB does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

**2. Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of the SAFB beyond what may be offered freely by the representative of the SAFB in the event of such injury or medical expense.

**3. Medical Treatment.** I hereby release and forever discharge the SAFB 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 time with the SAFB.

**4. Assumption of the Risk.** I understand that my time with the SAFB may include activities that may be hazardous to me, including, but not limited to, loading and unloading materials, handling food, glass, and chemicals, etc... I hereby expressly and specifically assume the risk of injury or harm in these activities and release the SAFB from all liability for injury, illness, death, or property damage resulting from the activities of my time with the SAFB.

**5. Photographic Release.** I grant and convey unto the SAFB all right, title, and interest in any and all photographic images and video or audio recordings made by the SAFB during my work for the SAFB, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver 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.

\_\_\_\_\_  
Volunteer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Volunteer's Name

\_\_\_\_\_  
Organization (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code