

RELEASE AND WAIVER OF LIABILITY AGREEMENT

You (referred to as "**you**", "**I**". "**me**" or the "**Volunteer**") have served or are about to serve as a volunteer for **The Greater Boston Food Bank, Inc. ("GBFB")** during which you have or will engage in various authorized activities to advance the work of GBFB. To serve as a volunteer with GBFB, you must agree to the terms set forth in this Release and Waiver of Liability Agreement (this "**Release**"). Therefore, Volunteer, by clicking the "I have read and agree to the GBFB Volunteer Liability Waiver" box, intending to be legally bound, hereby agrees as follows:

1. **YOUR SERVICE AS A VOLUNTEER:** You understand that the scope of your relationship with GBFB is limited to a volunteer role and that no compensation is expected or will be provided in return for the service that you provide. You agree, acknowledge and understand that:
 - a. You have not entered into and will not enter into an employment or any contracted or service provider relationship with GBFB, other than on a volunteer basis;
 - b. GBFB will not provide benefits traditionally associated with employment with GBFB; and
 - c. You are solely responsible for your own insurance coverage in the event of personal injury, accident, illness or any other event requiring medical or health treatment as a result of your volunteer service with GBFB.
2. **YOUR WAIVER AND RELEASE:** I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS GBFB AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, AFFILIATES, PARTNERS, MANAGERS, SUCCESSORS AND ASSIGNS (THE "**RELEASED PERSONS**") 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 GBFB. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE DISCHARGES EACH OF THE RELEASED PERSONS FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST ANY OF THEM WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM THE SERVICES I PROVIDE OR HAVE PROVIDED TO GBFB WHILE I PROVIDE VOLUNTEER SERVICES. IN ADDITION, I UNDERSTAND THAT NONE OF THE RELEASED PERSONS HAS ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE ANY COMPENSATION, REMUNERATION OR ANY OTHER FINANCIAL ASSISTANCE, INCLUDING, WITHOUT LIMITATION, ANY MEDICAL, HEALTH OR DISABILITY BENEFITS OR INSURANCE OF ANY KIND OR NATURE IN THE EVENT I AM INJURED, BECOME ILL, DIE OR SUFFER DAMAGE TO MY PROPERTY. I HEREBY EXPRESSLY WAIVE, RELEASE AND FOREVER DISCHARGE ANY SUCH CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF GBFB.

3. **NO CLAIMS FOR MEDICAL TREATMENT:** I HEREBY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PERSONS FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID TREATMENT OR OTHER MEDICAL SERVICES RENDERED OR WHICH FAIL TO BE RENDERED IN CONNECTION WITH AN EMERGENCY DURING MY TENURE AS A VOLUNTEER WITH GBFB.
4. **ASSUMPTION OF RISK:** I understand that the services I provide to GBFB may include activities that may be hazardous to me including, without limitation, operation of conveyor belts, use of cleaning products, operation of a motor vehicle, and other services involving inherently dangerous activities. I HEREBY EXPRESSLY ASSUME THE RISK OF INJURY OR HARM FROM THESE ACTIVITIES AND RELEASE EACH OF THE RELEASED PERSONS FROM ALL LIABILITY FOR INJURY, ILLNESS, 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 GBFB all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by GBFB, any of its employees, agents, contractors and other volunteers in connection with my provision of volunteer services to GBFB.
6. **APPLICABLE LAW/ENFORCEMENT OF THIS RELEASE:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts, and that this Release shall be governed by, and interpreted and enforced in accordance with, the laws of the Commonwealth of Massachusetts. 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 clicking the "I have read and agree to the GBFB Volunteer Liability Waiver" box, I am signifying my understanding and intent to enter into this Release willingly and voluntarily.

******* If the Volunteer is under the age of 18 years, a parent or legal guardian must execute and deliver this Release, or click the "I have read and agree to the GBFB Volunteer Liability Waiver" box, on behalf of the Volunteer.*******

Print Name

Signature

Date