

## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the “release”) executed on\_\_\_\_(date) by \_\_\_\_\_ (“Volunteer”) releases Wishing Well Inc. d/b/a/ Freemeals Organization , a nonprofit corporation organized and existing under the laws of the State of California and each of its directors, officers, employees, and agents.

In return for being allowed to participate in FreeMeals volunteer activities and all related activities, including any activities incidental to such participation (“Volunteer Services”), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using “I”, “me”, or “my”) releases and agrees not to sue FreeMeals or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates (the “NonProfit”) from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

Volunteer understands that the scope of Volunteer’s relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Nonprofit 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 Nonprofit.

1. **Waiver and Release:** I, the Volunteer, release and forever discharge and hold harmless Nonprofit 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 the services I provide to Nonprofit. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Nonprofit or occurring while I am providing Volunteer Services.
2. **Insurance:** Further I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, worker’s compensation, disability benefits, or insurance. I expressly waive any such claim for compensation of every kind and liability for all claims known and unknown at the time of signing, on the part of Nonprofit.
3. **Medical Treatment:** I hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment, emergency care, or other medical services rendered in connection with an emergency or medical issue during my tenure as a volunteer with Nonprofit
4. **Assumption of Risk:** I understand that the Volunteer Services I provide to Nonprofit may include activities that may be hazardous to me including, but not limited to exposure to illnesses, including COVID-19, other communicable diseases, or other activities which may be considered inherently dangerous activities. As a volunteer, I hereby expressly assume risk of any and all injury or harm from these activities and release Nonprofit from all liability.

5. **Indemnification**: I also agree to indemnify and hold harmless the Nonprofit for all claims arising out of my participation in the Volunteer Activities.
6. **Photographic Release**: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Nonprofit in connection with my providing volunteer services to Nonprofit.

**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 California and that this agreement shall be governed by and interpreted in accordance with the laws of the State of California. I agree that if any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this agreement will continue in full legal force and effect.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

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Signature (Or parent/guardian if under 18)

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Date