

**FOOD FOR THOUGHT VOLUNTEER RELEASE**  
**AND WAIVER OF LIABILITY FORM**

This RELEASE AND WAIVER OF LIABILITY (hereinafter the "Release") executed on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name of volunteer; hereinafter "Volunteer"), for the benefit of **FOOD FOR THOUGHT OUTREACH, INC.** (hereinafter "FFT"), a nonprofit corporation organized and existing under the laws of the State of Florida and each of its directors, officers, employees, agents, successors and assigns. Volunteer desires to provide the following volunteer services:

\_\_\_\_\_

\_\_\_\_\_

Volunteer understands that the scope of Volunteer's relationship with FFT is strictly limited to a volunteer/unpaid position and that no compensation is expected in return for services provided by Volunteer; that FFT 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, damages or illness as a result of Volunteer's services to FFT. Volunteer also acknowledges that this Release is in favor of, and shall inure to the benefit of FFT, its directors, officers, employees, representatives, agents, successors, assigns, and any and all persons or entities on FFT's behalf who may be liable and further shall be binding upon Volunteer and his/her heirs, personal representatives, successors and assigns.

1. **Waiver, Release and Assumption of Risk.** Volunteer hereby releases, forever discharges, and holds harmless FFT, its agents, 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 Volunteer provides to FFT. Volunteer understands and acknowledges that this Release discharges FFT from any liability or claim that Volunteer may have against FFT with respect to bodily injury, personal injury, illness, death or property damage that may result from the services Volunteer provides to FFT or occurring while Volunteer is providing volunteer services, and that Volunteer is waiving his/her right to make a claim or file a lawsuit against FFT or any of FFT's representatives, even if FFT or any of its representatives causes the injury or damage. Volunteer shall indemnify and hold harmless FFT from and against, any and all claims, demands, actions, causes of action, suits, whether at law or equity or otherwise, and/or liability of any kind whatsoever, for property damage and/or personal injury, including death, and any and all losses, damages, expenses, costs, fees and/or liabilities of whatsoever kind or nature in connection therewith (including, without limitation, attorneys' fees and court costs that may be incurred by FFT), arising or resulting from, or in any manner related to, Volunteer's engaging in volunteer activities, including but not limited to, property damage and/or personal injury, including death, caused in whole or in part by the negligence of FFT or its representatives or otherwise. Injuries or damages directly caused by FFT or FFT's authorized agents are specifically excluded from this paragraph.

2. **Insurance.** Volunteer understands that FFT does not assume any responsibility or obligation to provide Volunteer with financial or other assistance, including but not limited to medical, health or disability benefits, workers' compensation insurance, or any other insurance of any nature in the event of Volunteer's injury, illness, death or damage to Volunteer's property, and Volunteer expressly waives any such claim(s) for compensation or liability on the part of FFT.
3. **Medical Treatment.** Volunteer hereby releases and forever discharges FFT 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 Volunteer's tenure as a volunteer with FFT.
4. **Assumption of Risk.** Volunteer acknowledges and understands that his/her engaging in volunteer activities with FFT may expose Volunteer to dangers from both known and unanticipated risks. Nonetheless, Volunteer expressly assumes the risk of injury or harm from these activities and releases FFT from any and all liability for injury, death, or property damage resulting from these services.
5. **Photos.** Volunteer grants to FFT, its representatives and employees the right to take photographs of Volunteer and Volunteer's property in connection with Volunteer's activities with FFT. Volunteer authorizes FFT, its assigns and transferees to copyright, use and publish the same in print and/or electronically. Volunteer further agrees that FFT may use such photographs with our without Volunteer's name and for any lawful purpose, including but not limited to marketing, advertising and internet content, and Volunteer shall not be due any compensation for said use.
6. **Governing Law; Venue; Attorney's Fees; Jury Trial Waiver.** This Release shall be construed in accordance with the laws of the State of Florida. Should any dispute arise with regards to this Release, Volunteer hereby agrees that the venue for said dispute(s) shall lie exclusively in Walton County, Florida; and **Host hereby waives any and all rights to a trial by jury with regards to any such dispute(s).** Further, Volunteer agrees to reimburse FFT for all attorney's fees and costs incurred by FFT to enforce the terms of this Release, including those fees/costs incurred on appeal and/or to determine the amount of fees/costs due to FFT pursuant to this paragraph.
7. **Binding Nature.** The terms of this Release shall be binding upon the named parties herein, together with their agents, heirs, successors and/or assigns.
8. **Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by Florida law, and that this Release shall be governed by and interpreted in accordance with Florida law. Volunteer 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.

\_\_\_\_\_  
Volunteer Signature (Signature of parent or legal guardian if minor)

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_