



## **ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY**

This Assumption of Risk and Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_ in favor of Bay Area Community Services, a nonprofit corporation organized and existing under the laws of the State of California, USA (BACS), and each of its directors, officers, employees, and agents. I wish to volunteer for BACS Culinary Social Enterprise and hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Assumption of Risk.** I expressly declare and agree to assume the entire risk of any and all damages, occurrences, accidents and personal injury, including but not limited to disability or death, that I may suffer while performing volunteer services for BACS' Culinary Social Enterprise. I, understand as a volunteer for BACS' culinary social enterprise and I will be exposed to and/or engage in activities that may be hazardous to me including, but not limited to: **raw food preparation, using food prep tools including knives, and choppers; cooking, including using ovens, steamers, steam-jacketed kettles, hot pans; unloading product deliveries and transferring items to cold storage and dry storage areas; loading prepared foods into delivery containers, loading delivery containers into vehicles; riding in vans and trucks to dining sites and client homes. I recognize and understand that during my performance of volunteer services for BACS I may, in some situations, use equipment that is inherently dangerous, and may cause injuries such as cuts or burns.** I hereby undertake and agree, that while I am performing volunteer services for BACS to respect and comply with all applicable laws, rules and regulations governing such activities, to comply with directions and/or instructions given, including without limitation the content of any safety checklist.

2. **Waiver and Release.** I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue BACS and/or its successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputes, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to or in connection with BACS' culinary social enterprise, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of my child or any other minor who may accompany me or other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

3. Insurance. I expressly waive any such claim for compensation or liability on the part of BACS beyond what may be freely offered by the representative of BACS in the event of such injury or medical expense.

4. Specific Release/Waiver of Unknown Claims. I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to BACS' culinary social enterprise and the matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

5. Photographic Release. I grant and convey unto BACS all right, title, and interest in any and all photographic images and video or audio recordings made by BACS during the period I perform volunteer services for BACS.

6. Indemnification. I hereby agree to indemnify, defend and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur as a result, directly or indirectly of my performance of volunteer services for BACS.

7. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree 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.

8. Full Understanding of Release and Waiver/No Coercion. I, the undersigned, declare that I have fully read and understood this final and complete Assumption of Risk and Release Waiver of Liability. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the culinary social enterprise, or any other matters, made by the Released Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.

Name of volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of volunteer: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

If volunteer is between the ages of 14 and 18 (a minor), this Release and Waiver of Liability must also be signed by a parent or guardian.

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_