

AG AGAINST HUNGER

WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

1. In consideration for being allowed to participate in the gleaning of agricultural fields for Ag Against Hunger's mission to feed the hungry by supplying fresh produce to Food Banks, I agree to **DISCHARGE, COVENANT NOT TO SUE, WAIVE ALL CLAIMS AGAINST AND RELEASE AG AGAINST HUNGER, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES OR AGENTS, THE OWNER OF THE FIELDS UPON WHICH THE GLEANING WILL OCCUR OR THOSE OWNING OR FARMING THE CROPS THAT WILL BE GLEANED, THEIR SUBSIDIARIES, AFFILIATES, PREDECESSORS, SUCCESSORS, LENDORS, LESSORS, LESSEES, SUBLESSEES, and ASSIGNS and ANYONE PROVIDING TRANSPORTATION TO ME, INCLUDING THE OWNER AND DRIVER OF ANY VEHICLE PROVIDING TRANSPORTATION (hereinafter collectively referred to as "RELEASEES")** from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the gleaning, including traveling to and from the gleaning site.**

2. I acknowledge that Releasees have not made any representation or warranty of any kind regarding the condition of the property on which the gleaning will take place or the condition of any vehicle which may provide transportation to me. I further acknowledge that the activities I will engage in traveling to and from the gleaning and during the gleaning may be hazardous and result in harm, including but not limited to property damage, bodily injury and death. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of participating in the gleaning, including traveling to and from the gleaning site, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.**

3. **I further AGREE TO DEFEND, INDEMNIFY and HOLD HARMLESS the RELEASEES, including any driver or owner of any vehicle in which I may travel to and from the gleaning, from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur as a result of my participation in the gleaning, including traveling to and from the gleaning, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.**

4. It is my express intent that this Agreement shall bind me and the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE of the above-named RELEASEES.** I hereby further agree that this Agreement shall be construed in accordance with California law.

5. If the releasing party(ies) identified below is a/are minor(s), as parent/guardian I hereby certify that said minor(s) is/are in excellent health and has/have no physical, mental or emotional problems which may affect participation in any activity. I give permission for said minor(s) to be medically treated for illness occurring or injury sustained during such participation and certify that he/she/they is/are covered by medical insurance.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral or written representations, statements, or inducements, apart from the foregoing written agreement, have been made. This Release shall apply to all gleans I participate in during the calendar year set forth in the date line, below.

DATED: _____, 20_____

Signature of Participant (or parent/guardian if under 18)

Name(s) of Participant(s) (Print)