

## **The Village Cooks - Waiver and Release of Liability Language**

I expressly acknowledge that my participation in The Village Cook's food donation program (the "Program") is undertaken at my sole risk, and I agree to assume and accept all known and unknown risks from my participation in the Program as a meal recipient. I agree to read the ingredients on all donated food products and to inspect prior to consumption that all donated food products received from volunteers of The Village Cooks are in good order. Scott Jacobson, Michelle Jacobson, The Village Cooks, the individual Volunteers, and all of their affiliates and related entities and directors, employees, officers, and volunteers (collectively, "Covered Persons") make no representations, warranties or guaranties with respect to the quality or hygiene of the donated food products. Once I receive the donated food products, I agree that Covered Persons shall not be responsible for any adverse reactions, side effects, injury, bodily harm or death that results from consumption of the donated food products or any other liability arising thereof. I agree to defend, indemnify, and hold harmless all Covered Persons for any and all claims arising out of personal injury, including illness, bodily injury or death sustained or incurred by me or third parties arising out of or in connection with my participation in the Program. I further agree that The Village Cooks and all Covered Persons are not liable for any costs incurred by me or third parties arising out of or in connection with my participation in the Program.

Without limiting the foregoing, I hereby irrevocably covenant and agree to refrain from, directly or indirectly, asserting any claim or demand, or commencing or instituting, or causing to be commenced or instituted, any action, lawsuit or other proceeding of any kind, against any Covered Person, based upon my participation in the Program and/or any claim or matter released hereby. Such release and waiver is to be binding upon my heirs, executors, administrators and assignees.

By typing AGREE in the box, I confirm that I have read and fully understand, and agree to be legally obligated by this Waiver and Release of Liability.