

Delivery Release and Waiver of Liability

This release and Waiver of Liability (the "Release") executed on this _____ day of _____ , 20____, by _____ (the authorized agency representative or volunteer) in favor of **Harvesters, The Community Food Network**, a nonprofit corporation operating in the states of Missouri and Kansas, and its directors, officers, employees, and agents.

As an agent for _____ (agency and program number) (hereafter referred to as "agency" or "the agency") or a volunteer for said agency I understand **that if we request** Harvesters product to be delivered inside our building (instead of curbside) that I and said agency hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Agency and/or representative does hereby release and forever discharge and hold harmless **Harvesters, The Community Food Network** and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from the delivery of product.

- 1. Assumption of Risk.** Both the agency staff and volunteers understand that the delivery of product **carries the risk of damage.** Agency and/or volunteers hereby expressly and specifically assume the risk of damage or injury or harm, and releases **Harvesters, The Community Food Network** from all liability for injury, illness, death, or property damage resulting from the delivery activities.
- 2. Other.** Agency staff and/or volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the States of **Missouri and Kansas**, and that this Release shall be governed by and interpreted in accordance with the laws of the States of **Missouri and Kansas.** Agency staff and/or volunteers also 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.

IN WITNESS WHEREOF, agency staff or volunteer has executed this Release as of the day and year first above written.

_____	_____	_____
Name of Agency Executive Director (or equivalent title)	Signature	Date

_____	_____	_____
Name of Agency Site Coordinator (optional)	Signature	Date