



VOLUNTEER WAIVER OF LIABILITY

In consideration for the willingness of Second Helpings to accept the individual signing below (“Volunteer”) as a volunteer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Volunteer does freely, voluntarily and without duress execute the following Release for and on behalf of him or herself and his or her heirs, successors, beneficiaries and assigns:

1. Waiver and Release. Volunteer releases, forever discharges, indemnifies, and holds harmless Second Helpings and its directors, officers, employees, volunteers, agents, successors, in-kind donors, financial donors, and assigns (each a “Released Party” and collectively the “Released Parties”) from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Volunteer’s activities at Second Helpings (“Activities”), including but not limited to any claim for any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Volunteer knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Released Parties. Volunteer also understands that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including but not limited to medical, health or disability insurance coverage for any volunteer.

2. Medical Treatment. Volunteer releases, forever discharges, indemnifies, and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Activities.

3. Assumption of the Risk. Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer and inherently dangerous risks, including but not limited to food handling, driving an automobile, and travel to and from locations where Second Helpings is performing its services. Volunteer hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with such Activities.

4. Automobile Liability Insurance. Volunteer understands that the Activities may include driving an automobile, and the Volunteer agrees to maintain a valid driver’s license and an active automobile liability insurance policy, as required by law, at all times while performing as a volunteer. Such automobile liability insurance must cover Volunteer’s vehicle or any vehicle that Volunteer operates while performing as a volunteer. **All volunteers must be 18 years of age or older to drive a route for Second Helpings.**

5. Governing Law. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of South Carolina, and that this Release will be governed by and interpreted in accordance with the laws of the state of South Carolina without giving effect to its conflict of laws rules. Volunteer agrees that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision will not affect the remaining provisions of this Release, which will continue to be enforceable. Volunteer agrees that the sole and exclusive jurisdiction and venue for litigation between Volunteer and Second Helpings will be a state or federal court having jurisdiction over Beaufort County, South Carolina.

6. Photographic Release. Volunteer does hereby grant and convey unto Second Helpings all rights, title, and interest in any and all photographic images and video or audio recordings made by Second Helpings during Volunteer's Activities with Second Helpings, including, but not limited to, any royalties, proceedings, or other benefits derived from such photographs or recordings.

I AM AWARE THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND SIGN THIS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Volunteer Signature: _____ **Date:** _____