



PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY FOR AN ADULT VOLUNTEER

Please read carefully!

This Release and Waiver of Liability (the "Agreement") is executed on this ____ day of _____, 20 ____, by _____, (the "Volunteer"), in favor of **The PB&J Fund, LLC** ("PB&J") and its members, managers, trustees of its members, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to volunteer in support of a class, field trip, or other program offered by PB&J and engage in the activities related to being a volunteer ("Activities"). I understand that the Activities may include but are not limited to the following: preparing food, utilizing knives and other kitchen utensils, cooking over a stove or using an oven or other kitchen appliances, and consuming food provided by the Released Parties.

In consideration of this opportunity to volunteer in the Activities, I hereby freely, voluntarily and without duress execute this Agreement under the following terms:

Release and Waiver. I hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to the Activities, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or other volunteers or participants. I understand and acknowledge that by this Agreement I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

Indemnity. I agree, for myself and on behalf of my heirs, assigns, next of kin and legal representatives, to indemnify and hold harmless each of the Released Parties against all claims, losses and damages including, without limitation, attorneys' fees caused by, arising out of or resulting from the Activities, to the extent such claims, losses and damages are caused in whole or in part by me.

Medical Treatment. I hereby authorize the Released Parties to provide, or cause to be provided, such first aid or medical treatment or service as any of the Released Parties shall deem appropriate under the circumstances. I hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid or medical treatment or service rendered in connection with the Activities.

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that is hazardous to me, including, but not limited to, the following: preparing food, utilizing knives and other kitchen utensils, cooking over a stove or using an oven or other kitchen appliances, and consuming food provided by the Released Parties.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

Photographic Release. I grant permission to The PB&J Fund to take and use photographs, printed words or video of me, for use in The PB&J Fund publications such as recruitment brochures, newsletters and magazines. PB&J may also use the photographs or video on display boards and in electronic versions of the same publications or on The PB&J Fund website or other electronic forms of social media. In addition, I do hereby grant and convey unto PB&J all right, title and interest in any and all photographic images and video or audio recordings made of myself by PB&J or its agents during Activities with PB&J, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

You must have a completed Agreement and Release of Liability to participate!



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Other. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by applicable law. I further agree that in the event any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provision shall be severable and its invalidity shall not otherwise affect the remaining clauses or provisions of this Agreement, which shall continue to be enforceable.

To express my understanding of and agreement with this Agreement, I sign here.

Volunteer Name (please print): _____

Permanent Address: _____

Phone: (H) _____ (C) _____ E-mail: _____

I have the following allergies or dietary restrictions: _____

Date of Birth: _____ Signature: _____
(for liability verification)

Emergency Contact (Name and Phone Number): _____

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