



Fighting Hunger. Giving Hope.

## Liability Release

The undersigned authorized agent of \_\_\_\_\_  
(Agency Name)

(Herein referred to as "Agency") hereby warrants that the following release and indemnity will apply during any and all periods in which said agency receives assorted foods or other items from the Los Angeles Regional Food Bank ("Food Bank"). Said agency warrants that its authorized representative upon delivery will duly inspect the donated food and other items to ensure all items are found fit for human consumption. It is further agreed that:

1. Agency accepts the donated food and other items "as is."
2. Food Bank, Feeding America and the original donor expressly disclaim any implied or express warranties that said donated food and other items are fit for human use or consumption.
3. Agency releases Food Bank, Feeding America and original donor from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of Food Bank. Agency further agrees to indemnify, defend and hold Food Bank free and harmless from and against all and any liabilities, damages, losses, claims, causes of action, suits at law or in equity or any obligation whatsoever and all costs and expenses including attorneys fees arising out of or attributed to any action of agency in connection with agencies storage or use, including distribution of donated food.

ANY VIOLATION OF THIS AGREEMENT MAY SUBJECT AGENCY TO IMMEDIATE SUSPENSION OR TERMINATION.

\*\*\*\*\* I Accept and Agree to All of the Terms \*\*\*\*\*

For Agency:

\_\_\_\_\_  
Signature of Chief Executive (e.g. Executive Director, Pastor, etc.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Chief Executive

\_\_\_\_\_  
Title

For Los Angeles Regional Food Bank:

\_\_\_\_\_  
Michael Flood, President/CEO (or designee)  
Los Angeles Regional Food Bank

\_\_\_\_\_  
Date