

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PUBLICITY RIGHTS AGREEMENT**

*Metro Caring, a nonprofit corporation organized and existing under the laws of the State of Colorado, provides nutritious food to hungry families and individuals while promoting self-sufficiency.*

I, the undersigned, understand that the scope of my relationship with Metro Caring is limited to a volunteer position and that no compensation is expected in return for services provided by me; that Metro Caring will not provide any benefits associated with employment to me; and that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of my services to Metro Caring.

I understand that participation in Metro Caring Activities could result in mishap or injury to me, and/or my property, including the potential for serious injury or death and monetary loss. I agree to take all reasonable safety precautions to protect myself and my property. I expressly and voluntarily assume and take full responsibility for all risk of property damage, monetary loss, personal injury and death sustained by me while participating in Metro Caring Activities, whether or not caused by another's negligence. I expressly release, indemnify and hold harmless the Released Parties from and against any and all liability, claims, demands, causes of action, damages, losses, costs, fees and expenses that may accrue to me or any other person or entity, including my family, arising out of or relating to participation in Metro Caring Activities, including, but not limited to, losses caused by the negligence of one or more Released Parties. As used herein, "Metro Caring Activities" means activities conducted or sponsored by or on behalf of Metro Caring and may include activities that may be hazardous to me, including, but not limited to, lifting heavy items, working with sharp objects, using stairs and using industrial machinery. As used herein, "Released Parties" means Metro Caring and each of its current, former and future members, directors, officers, employees and agents.

I expressly understand and agree that this Release of Liability, Assumption of Risk and Publicity Agreement (this "Agreement") is a contract by which I am releasing any and all claims against, and legal rights with respect to, the Released Parties resulting from any property damage, monetary loss, injury or death sustained as a result of my participation in any Metro Caring Activity, including claims for negligence against any Released Party. I understand that I am releasing such claims on behalf of myself and my family (including my spouse), guardians, representatives, heirs, executors, assigns, insurers, and agents. I understand that this means that neither I, my family, nor anyone acting on my behalf, will be able to hold any Released Party responsible or liable for any loss resulting from my participation in Metro Caring Activities, including property damage, monetary loss, personal injury or death.

I also grant to the Released Parties the right to photograph and/or videotape me and to display, exhibit, use and/or otherwise exploit my name (first name only), face, image, likeness, voice, and appearance forever and throughout the world, in all types of media, whether now known or hereafter created, including, without limitation, in online webcasts, blogs, websites, television, motion pictures, films, newspapers, and magazines, and in all forms, including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, without compensation or other remuneration, reservation or limitation ("Publicity Rights") in order to promote the nonprofit mission and objectives of Metro Caring. The Released Parties are, however, under no obligation to exercise any Publicity Rights.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by applicable law, and that this Release shall be governed and interpreted in accordance with the internal laws of the State of Colorado. I agree

that, in the event that any clause or provision of this Agreement is deemed invalid, illegal or enforceable, the balance of this Agreement shall not be affected in any way and shall continue in full force and effect.



In exchange for the opportunity voluntarily to participate in Metro Caring Activities, I hereby sign this Agreement. I certify that I am at least 18 years of age.

**I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PUBLICITY AGREEMENT AND FULLY UNDERSTAND IT. I KNOW THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR CLAIMS RELATING TO MY PARTICIPATION IN METRO CARING ACTIVITIES. I SIGN THIS AGREEMENT, OF MY OWN FREE WILL, UNDERSTANDING THE EFFECTS AND CONSEQUENCES OF THIS AGREEMENT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Name (printed): \_\_\_\_\_

**THIS PORTION MUST BE SIGNED BY THE PARENT, GUARDIAN OR LEGAL REPRESENTATIVE IF PARTICIPANT IS UNDER 18 YEARS OF AGE:**

**I CERTIFY THAT I AM THE PARENT, GUARDIAN OR LEGAL REPRESENTATIVE (“REPRESENTATIVE”) OF THE MINOR PARTICIPANT IDENTIFIED BELOW, I AM AT LEAST 18 YEARS OF AGE, AND I HAVE THE LEGAL RIGHT TO ENTER INTO CONTRACTS ON BEHALF OF SUCH MINOR. I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PUBLICITY AGREEMENT AND FULLY UNDERSTAND IT. I KNOW THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR CLAIMS RELATING TO PARTICIPATION IN METRO CARING ACTIVITIES BY THE MINOR IDENTIFIED BELOW. I CONSENT TO THE FOREGOING, INCLUDING THE EXECUTION OF THIS AGREEMENT BY THE MINOR IDENTIFIED BELOW. I SIGN THIS OF MY OWN FREE WILL, UNDERSTANDING THE EFFECTS AND CONSEQUENCES OF THIS AGREEMENT, AND I AGREE THAT NEITHER I NOR SUCH MINOR WILL ATTEMPT TO REVOKE OR DISAFFIRM THIS AGREEMENT.**

Minor Participant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Representative Name (printed): \_\_\_\_\_

Relationship to Minor Participant: \_\_\_\_\_