



## **VOLUNTEER AGREEMENT, PROMISE NOT TO SUE AND RELEASE**

The Manna Food Project (Manna) is a Michigan non-profit corporation dedicated to the collection and distribution of food to those in need. Volunteer activities may include, but are not limited to, food rescue, pantry service, backpack packaging and delivery, warehouse assistance, repackaging food, cleaning, office duties, and driving.

I volunteer to assist The Manna Food Project in its mission. In consideration for being granted permission to volunteer and in recognition of the non-profit status of The Manna Food Project and its mission to help those in need, I hereby agree as follows:

1. I represent that I am 18 years of age or older; agree that I have read the volunteer handbook and agree to its terms; I understand that I am not eligible for workers compensation benefits; I do not have any communicable diseases.
2. I hereby promise not to make a claim against, nor sue Manna Food Project, its officers, directors, managing agents, employees, and volunteers (hereafter Manna) for any reason including all claims, actions and causes of action for personal injury or property damage, *in excess of insurance available to Manna*, including court costs, litigation expenses, and actual attorney fees.
3. I do hereby release and forever discharge Manna from any and all claims, actions and causes of action for personal injury or property damage, *in excess of insurance available to Manna*, including court costs, litigation expenses, and actual attorney fees.
4. In the event I contest this Volunteer Agreement, Promise Not to Sue and Release, I agree to hold harmless and indemnify Manna and/or its insurer for all court costs, actual attorney fees, litigation expenses, and any recovery that I may obtain from Manna and/or its insurer.
5. I understand that in the event that any provision of this agreement is found by a court of competent jurisdiction not to be enforceable, the remaining provisions shall be in full force and effect.

### **FOR MINORS (if applicable)**

1. I represent and warrant that I am the parent or legal guardian for Minor--  
\_\_\_\_\_
2. I represent that the minor has no communicable diseases.

3. I, for the minor hereby promise not to make a claim against, nor sue Manna Food Project, its officers, directors, managing agents, employees, and volunteers for any reason including all claims, actions and causes of action for personal injury or property damage, *in excess of insurance available to Manna*, including court costs, litigation expenses, and actual attorney fees.
4. I, for the minor do hereby release and forever discharge Manna from any and all claims, actions and causes of action for personal injury or property damage, *in excess of insurance available to Manna*, including court costs, litigation expenses, and actual attorney fees.
5. In the event this Volunteer Agreement, Promise Not to Sue and Release, is contested, I agree to hold harmless and indemnify Manna and/or its insurer from all court costs, actual attorney fees, litigation expenses, and any recovery that may be obtained for the minor from Manna and/or its insurer.
6. I, on behalf of the minor, understand that in the event that any provision of this agreement is found by a court of competent jurisdiction not to be enforceable, the remaining provisions shall remain in full force and effect.

*I have read this waiver, understand it, and am signing it voluntarily.*

Adult's Name: (print) \_\_\_\_\_ Sign: \_\_\_\_\_

Print Minor's Name: (if applicable) \_\_\_\_\_ Date: \_\_\_\_\_