

FOODSHARE

LIABILITY RELEASE

THE UNDERSIGNED AUTHORIZED AGENT OF _____
AGENCY NAME

HEREBY WARRANTS THAT THE AGENCY WILL RECEIVE SURPLUS FOODS AND NON-FOOD PRODUCTS FROM FOODSHARE. SAID AGENT

FURTHER WARRANTS THE FOLLOWING:

1. THE ABOVE-DESCRIBED ITEMS WILL BE INSPECTED UPON RECEIPT AND FOUND TO BE FIT FOR HUMAN CONSUMPTION.
2. THE SURPLUS ITEMS ARE ACCEPTED "AS IS".
3. THE ORIGINAL DONOR, FOODSHARE AND FEEDING AMERICA EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF THE MARKETABILITY OR FITNESS FOR A PARTICULAR USE OF THE ITEM.
4. THERE HAVE BEEN NO EXPRESS WARRANTIES IN RELATION TO THIS GIFT OF ITEMS.
5. THE AGENCY RELEASES THE ORIGINAL DONOR, FOODSHARE AND FEEDING AMERICA FROM ANY LIABILITY ARISING FROM THE CONDITIONS AND/OR COLLECTION OF THE DONATED ITEMS AND FURTHER AGREES TO INDEMNIFY AND HOLD THE ORIGINAL DONOR, FOODSHARE AND FEEDING AMERICA FREE AND HARMLESS AGAINST ANY LIABILITIES, DAMAGES, LOSSES, CLAIMS, CAUSES OF ACTION, AND SUITS OF LAW OR IN EQUITY OR ANY ABRIGATION WHATSOEVER OUT OF OR ATTRIBUTED TO ANY ACTION OF SAID RECEIVING AGENCY OR ANY PERSONNEL EMPLOYED BY SAID AGENCY IN CONNECTION WITH ITS COLLECTION, INSPECTION, STORAGE AND USE OF THE DONATED FOOD.

SIGNATURE OF AGENCY EXECUTIVE DIRECTOR OR HEAD CLERGY

DATE

PRINT NAME