

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this “**Release**”) is executed by the undersigned as of the date set forth below in favor of the Backpack Society, a Colorado nonprofit corporation (the “**Backpack Society**”), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all state and local governments, landlords, lessors, assigns, all sponsors, their representatives and successors and other persons (collectively with the Backpack Society, the “**Releasees**”).

I desire to volunteer for the Backpack Society and engage in activities related to being its volunteer (the “**Activities**”). I understand that the Activities may include, but are not limited to, handling food products, lifting heavy objects, operating machinery, working indoors or outdoors, working in close quarters with groups of people, working without the direct supervision of a Backpack Society representative, driving or riding as a passenger in a car or truck which may or may not be my own, and working in places other than the premises of the Backpack Society. I also understand that as a volunteer, I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms on behalf of myself (or my child, or the minor for whom I am appointed legal guardian or for whom I am otherwise legally responsible, as appropriate), my family, and all heirs, assigns, executors, and administrators:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks, including but not limited to traffic accidents and exposure to food allergens hazardous to my health. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities, including but not limited to traveling to and from the Activities.

2. Medical Treatment. I hereby give consent and authority to the Backpack Society and its directors, officers, administrators, employees, volunteers and agents to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Releasees from any claim whatsoever in connection with such treatment or other medical services.

3. Release and Waiver. I hereby fully and forever release and discharge the Releasees from, and expressly waive, any and all liability, claims, demands, expenses, attorneys’ fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions,

and any other causes of action whatsoever, that I might have or may acquire in the future, either in law or in equity, that may arise from my participation in the Activities. I covenant and agree not to make or bring any such claim or demand against the Releasees, and fully and forever release and discharge the Releasees from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE RELEASEES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE RELEASEES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE CARELESSNESS OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT, EXCEPT AS OTHERWISE AGREED TO BY THE BACKPACK SOCIETY IN WRITING, THE BACKPACK SOCIETY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO AUTOMOBILE, VOLUNTEER ACCIDENT, MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I further understand that automobile and workers' compensation insurance may not be available to volunteers and that the Backpack Society may not provide automobile or workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Releasees in the event of any injury, property damage or medical expense. In the event my participation in the Activities involves operating a motor vehicle, then prior to any such Activity, I will furnish to the Backpack Society valid copies of my driver's license, proof of automobile insurance, and if requested by the Backpack Society, a certified driving record for the current and immediately preceding three (3) calendar years.

5. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Releasees from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities.

6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Backpack Society for internal and/or promotional use. I hereby grant and convey to the Backpack Society all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Backpack Society's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. Entire Agreement; Binding Effect; Headings. I hereby agree that this Release represents the full understanding between the Backpack Society and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. This Release is binding on and inures to the benefit of the Backpack Society and myself and our respective heirs, executors, administrators, legal

representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. Severability. If any covenant, term, condition, or provision of this Release is, for any reason, held to be invalid or unenforceable by any court of competent jurisdiction, that covenant, term, condition or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted, and the invalidity or unenforceability of such covenant, term, condition, or provision will not affect any other provision herein contained.

9. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to any choice of law doctrine.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE BACKPACK SOCIETY AND RELEASEES.

Signature of Volunteer: _____

Name of Volunteer (please print): _____

Date: _____

Address: _____

Email: _____

Phone: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Phone Number: _____

Email: _____

Any allergies, medications, or other information needed in an emergency:

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I attest that I am in fact the parent or legal guardian of the above-named Volunteer and am legally authorized to sign on the participant's behalf. I hereby give my approval to this child's participation in the Backpack Society Activities. I authorize the Backpack Society to obtain medical treatment for such minor and release it from liability in accordance with Section 2 of this Release. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or any injury to my child and from any and all liability, claims, actions, demands, expenses, attorneys' fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my child's participation in the Backpack Society Activities. I consent to the foregoing and grant permission for my child to participate in Backpack Society Activities.

I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents, and I sign the same on my own free act and deed.

Child's Full Name: _____

Parent/Guardian's Full Name: _____

Parent/Guardian's Signature: _____

Date: _____