

BARTON

LIABILITY WAIVER AND RELEASE

Barton County Community College and its members, employees, volunteers or other representatives shall inspect and confirm that all donated food products received are in good order. Barton County Community College, and all of its affiliates and related entities and employees, representatives, contractors, agents, volunteers, and officers make no representations, warranties or guaranties whatsoever with respect to the quality or hygiene of the donated food products. Barton County Community College and its members, employees, contractors volunteers or other representatives shall not be responsible for any adverse reactions, side effects, injury, bodily harm or death that results from consumption of the donated food products or any other liability arising in connection with the donated food products. I hereby release, indemnify and hold harmless Barton County Community College from and against all claims whatsoever I may have against Barton County Community College, its affiliates, related entities, employees, representatives, contractors, agents, volunteers, and officers, all damage, loss, cost, attorneys' fees, expense or liability which that I may suffer or incur to another or others, arising out of or in connection with the donated food products. Without limiting the foregoing, I hereby irrevocably covenant and agree to refrain from, directly or indirectly, asserting any claim or demand, or commencing or instituting, or causing to be commenced or instituted, any action, lawsuit or other proceeding of any kind, against Barton County Community College, its affiliates, related entities, employees, representatives, contractors, agents, volunteers, and officers based upon any claim or matter released hereby.

Name _____

Signature: _____ Date ____ / ____ / ____

I, the undersigned parent or legal guardian of the minor whose name appears above, hereby consent to the minor's involvement or participation. My signature indicates that I have fully read this document, am legally responsible for the minor identified above and am qualified to sign this Agreement on the minor's behalf. I hereby consent and agree to the terms of this Agreement, Release and Waiver of Liability on behalf of the minor identified above and agree that it shall be binding upon the minor and the minor's heirs, legal representatives and assigns.

Name _____

Parent/Guardian Signature: _____ Date ____ / ____ / ____