

## RELEASE OF LIABILITY

### READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Food Donations organized by Bethany UMC of 2875 Bethany Lane, Ellicott City, Maryland, 21042 and or use of the property, facilities and services of Bethany UMC I

\_\_\_\_\_, of \_\_\_\_\_ agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all rules and warnings and further agree to any oral instructions or directions given by Bethany UMC, or the employees, representatives or agents of Bethany UMC.
2. **ASSUMPTIONS OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Bethany UMC for injury, loss or damages arising out of my family's use or presence upon the facilities, or products donated by Bethany UMC, whether caused by the fault of myself, my family, Bethany UMC or other third parties
3. **INDEMNIFICATION.** I agree to indemnify and defend Bethany UMC against all claims causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs which may in any way arise from my or my family's use of donations or presence upon the facilities of Bethany UMC.
4. **FEES.** I agree to pay for all damages to the facilities caused by any negligent, reckless or willful actions by me or my family
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from this participation in the above shall be resolved under Maryland law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
7. **ARMS LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of the Agreement or any of its provisions, the Parties, and each of them explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance shall not affect the validity or enforceability of any other provision of this Agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be part of this agreement.

I HAVE READ THIS DOCUMENT AND UNDERTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

By: \_\_\_\_\_

Date \_\_\_\_\_