Mayors' Feed the Hungry Program, Inc.

P.O. Box 1992 Sarasota, FL 34230-1992

THIS IS A RELEASE - Food Drive Volunteer / Participant Waiver

Applicants age 18 and over, complete Part "A" only
Applicants under age 18 must have parent or guardian complete Parts "A" & "B".

PART .A. – WAIVER & RELEASE FROM LIABILITY

In consideration of being permitted to enter the Stadium Parking Lot or other Stadium Areas (hereinafter referred to collectively as "Stadium Areas")and to volunteer or participate in any way in the Mayors' Feed the Hungry Program (hereinafter the "event"), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such stadium areas, and will continuously thereafter, inspect such stadium area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such stadium area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such stadium area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about stadium areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area(s):

1. HEREBY RELEASEES, WAIVES, DISCHARGES AND COVENANTS NOT TO BRING SUIT AGAINST the Mayors' Feed the Hungry Program Inc., Ed Smith Stadium, Sarasota County, Baltimore Orioles, operators, any persons in a stadium area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, participating in the event;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the stadium area or in any way participating in the event and whether caused by the negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the stadiumarea and/or while participating in the event.

4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the stadium areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any provision thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releasees during the entire season and applies to each and every event, or activity hereinabove mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

Signed: _____ Witness: _____ Date: _____

Print Name: _____ Print Name: _____

PART .B' – PARENT/GUARDIAN WAIVER — RELEASE FROM LIABILITY

(If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, this following waiver;)

The undersigned, _____ referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____, does thereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.

_____ _____
NAME RELATIONSHIP TO MINOR

_____ _____
NAME RELATIONSHIP TO MINOR