

KIDS AGAINST HUNGER OF CENTRAL INDIANA, INC.

RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY

I, for myself and on behalf of my minor child, understand and acknowledge that Kids Against Hunger of Central Indiana, Inc., an Indiana nonprofit corporation ("KAH"), is a volunteer organization engaged in certain charitable activities including, without limitation, packaging highly nutritious, life-saving meals for starving and malnourished children and their families in developing countries and the United States and in fundraising related to the foregoing. My child has requested to participate in certain charitable activities on a voluntary participation basis in association with KAH (the "Volunteer Activities"). I understand and acknowledge that the Volunteer Activities involve risks, inherent and otherwise, known and unknown, which may cause injury, illness, or death to my minor child or other persons and/or damage to property. I, for myself and on behalf of my minor child, assume full and sole responsibility for all risks, inherent and otherwise, known and unknown, related to the Volunteer Activities. I understand and acknowledge that KAH does not guarantee my child's safety or well-being.

In consideration for KAH allowing my child to participate in the Volunteer Activities, I, for myself and on behalf of my minor child, hereby **RELEASE AND DISCHARGE** KAH, its officers, representatives, directors, agents and employees, and/or anyone associated in any way with KAH or the Volunteer Activities including those adults, if any, agreeing to supervise the Volunteer Activities (individually and collectively, the "Released Parties"), from any and all actions, demands, costs, expenses, liability of any kind, obligations, actions or omissions, deeds or misdeeds, claims, and counterclaims, whether arising by statute, tort, contract, or otherwise, including, but not limited to, negligence, wrongful death, and willful and wanton conduct, for direct, indirect, statutory, consequential, punitive, or physical, emotional, or psychological damages or any other relief in law or equity, relating to, resulting from, or in any manner connected with, claims, causes of action, damages, losses, suits, proceedings, expenses, attorney fees and costs that I or my minor child or anyone on our behalf, our heirs or next of kin, might have for or relating to any injury suffered or claimed to have been suffered by my minor child, or me to either our person or property, which arises out of or is related in any manner to the Volunteer Activities. This release includes any claim that the act or omission complained of was **caused or alleged to have been caused in whole or in part by the negligence in any form of one or more of the Released Parties.**

I, for myself and on behalf of my minor child, further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** in any action or proceeding, the Released Parties from and against all claims, damages, losses, actions, suits, proceedings, breach of contract actions, expenses, and attorney fees for or relating in any way to my child's participation or involvement with the Volunteer Activities (including fees and expenses incurred in any attempt to enforce this Release of Liability and Agreement to Indemnify (the "Agreement") or as a result of my failure to comply with the terms of this Agreement). This Agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was **caused or alleged to have been caused in whole or in part by the negligence in any form of one or more of the Released Parties.** As I am releasing any claim that said minor child's family, guardian, representative and/or estate might wish to make by reason of any injury or death of the minor child, this indemnity provision shall specifically apply to such actions and any action in any way arising out of or related to said minor child's injury or death.

This document is governed by the laws of the State of Indiana. If one or more portions of this document are found unenforceable, the remainder of the document will remain enforceable.

[Signature Page Follows]

I, for myself and on behalf of my minor child, have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I understand that by signing this document I, for myself and on behalf of my minor child, may be waiving certain legal rights, including the right to sue the Released Parties. I sign this document freely and willingly.

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

Yes, I give my permission for Kids Against Hunger of Central Indiana to use photographs and/or video footage taken at packaging events that include my minor child for possible distribution of print, electronic media, or web site publication.

Print Minor Name: _____

Date: _____

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Signature: _____
