



RELEASE AND INDEMNIFICATION

Hunger-Relief Partner Legal Name: _____

Program #: _____ Program Name: _____

Hunger-Relief Partner and the Food Bank of Delaware (“FBD”) have entered into a Partner Agreement under which FBD will provide donated goods. As a condition to providing donated goods, FBD requires that Hunger-Relief Partners sign this Release and Indemnification (“Release”).

1. Release. Hunger-Relief Partner hereby releases (agrees that it will not sue) FBD, Feeding America and/ or their various and original donors and/or any of the individuals or companies who act on their behalf (officers, directors, employees, agents, partners, affiliates, representatives, invitees, contractors and volunteers)(“Related Entities”) from any liability resulting from the distribution of donated goods by FBD to the Hunger-Relief Partner and by the Hunger-Relief Partner to any recipients.

2. Hold Harmless. Hunger-Relief Partner agrees to indemnify, defend and hold harmless FBD, Feeding America and/or their various and original donors and/or any Related Entities from all liabilities, damages, claims, obligations, losses, and costs (including attorneys fees) that arise: (A) in connection with donated goods that the Hunger-Relief Partner has obtained from FBD, or the conduct of FBD (and its Related Entities) in distribution, transportation, use, storage, and handling of donated goods; (B) from the conduct of the Hunger-Relief Partner (and its Related Entities) in packing, loading, unloading and transporting donated goods, using, storing, handling, preparing, packaging and serving donated goods, distributing donated goods and participating in FBD’s food distribution program; and (C) from the Hunger-Relief Partner’s breach of the Partner Agreement.

3. Disclaimer of Warranties. FBD provides donated goods to the Hunger-Relief Partner “as is” which means that it is the responsibility of the Hunger-Relief Partner to determine if the donated goods can be safely used, distributed and/or consumed by Hunger-Relief Partner and its recipients. Hunger-Relief Partner acknowledges it accepts all donated goods from FBD in their “as is” condition. FBD, Feeding America and/or their various and original donors expressly disclaim any implied warranties of merchantability or fitness for a particular use and make no warranties, express or implied with respect to donated goods. No person is authorized to give any warranties on behalf of FBD.

To the extent that any provision or application of this Release is unenforceable, the remainder and the lawful application of this Release shall remain in effect. This Release shall not waive or diminish any other of FBD’s rights or protections under the law (e.g., Good Samaritan Law).

The Hunger-Relief Partner hereby acknowledges that it understands and agrees to the terms of this Release.

Director or Authorized Representative (Print Name): _____

Director or Authorized Representative’s Signature: _____

Date: _____