



**FOOD for Lane County
FORM OF RELEASE**



WHEREAS, Feeding America (hereinafter referred to as "FA"), Oregon Food Bank (hereinafter referred to as "OFB"), and FOOD for Lane County (hereinafter referred to as "FFLC") have offered to provide and supply certain foods, foodstuffs and related items as available to the 501(c)(3) charity _____(hereinafter referred to as "Donee"), and

WHEREAS, Donee has warranted to FA, OFB, and FFLC that all items received will be duly inspected by a qualified member of their staff and found fit for human consumption, or they will not be accepted,

THEREFORE, Donee hereby warrants, represents, and guarantees as follows:

- 1) That it has been awarded the status of a 501(c)(3) charity;
- 2) That FA, OFB, FFLC, and the primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness of any or all such donated items;
- 3) That all items accepted are accepted in "as is" condition;
- 4) That Donee will utilize employees or volunteers having sufficient training, experience and expertise in the evaluation, handling, preparation and feeding of donated items to safely and properly judge, handle, prepare and feed them;
- 5) That Donee, because of the qualifications of its personnel, as above specified, hereby accepts full responsibility for the purity and fitness of human consumption of any and all items accepted;
- 6) That Donee will serve the product as soon as possible to provide maximum palatability and freshness;
- 7) That Donee hereby warrants and guarantees to FA, OFB, FFLC, and the primary donor that it will hold them harmless from any and all liabilities, claims, losses, causes of action, suits of law or in equity, or any obligations whatsoever arising out of or attributed to any action by Donee in connection with its storage and/or use of the items supplied to it by FA, OFB and FFLC;
- 8) That Donee will use the items only in a use related to its exempt purpose and solely for the feeding of the ill, the needy, or infants;
- 9) That Donee will neither offer for sale, sell, transfer nor barter the items supplied by FA, OFB and FFLC in exchange for money, other properties or services;
- 10) That there may be additional stipulations or limitations specified by the donor; and
- 11) Any restrictions placed on the use or distribution of products by the donor, such as restrictions of food to use in meals prepared on the premises of the Donee organization, will be strictly adhered to.

The undersigned hereby warrants that he/she is a legally-warranted and authorized agent of Donee, whose name appears below, and by his/her legal signature does hereby bind it to the terms, conditions, and limitations of this document of release.

Dated this _____ day of _____, 20_____.

Signed

Name of Legally-Authorized Agent

Title

Name of Donee Organization

Street Address of Donee

City, State, Zip Code of Donee

Telephone Number of Donee