

## **General Liability Release and Waiver of Liability**

Organization Name: Power of 10 Foundation

Effective Date: January 5, 2026

**Activity/Service:** [Insert Event Name or Type of Service]

### **1. Risk Factors and Acknowledgment**

The undersigned (the "Participant" or "Recipient") understands that participation in Power of 10 Foundation's events, services, or receipt of goods involves certain risks. These risks include, but are not limited to:

- **Goods/Food:** Risks associated with the consumption of perishable and non-perishable food items, including foodborne illness, allergic reactions, or choking.
- **Services/Events:** Physical injury, property damage, or accidents occurring during volunteer activities or community events.

### **2. Assumption of Risk**

I, the undersigned, knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others and assume full responsibility for my participation and/or the consumption of goods provided.

### **3. Food and Goods Disclaimer**

I acknowledge that Power of 10 Foundation provides goods "as is."

- **Perishables:** I understand that perishable items must be handled and stored according to food safety guidelines (e.g., proper refrigeration). Power of 10 Foundation is not responsible for the handling of goods once they have left their possession.
- **Allergens:** I acknowledge that Power of 10 Foundation cannot guarantee that goods are free from allergens (e.g., nuts, dairy, gluten). It is my responsibility to inspect all goods before consumption.

### **4. Release and Waiver**

I hereby release, waive, and discharge Power of 10 Foundation, its officers, directors, employees, volunteers, and agents from any and all liability, claims, demands, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity or while using/consuming goods provided by the organization.

### **5. Medical Authorization**

In the event of an emergency, I hereby authorize Power of 10 Foundation to seek medical treatment for me if I am unable to do so myself. I agree to be financially responsible for any costs incurred as a result of such treatment.

## **6. Supplement for Non-Food Goods**

In addition to the general release, the Participant/Recipient acknowledges the following regarding specific categories of goods:

- **Electronics:** All electronics are provided "as-is" without any warranty of functionality or safety. Power of 10 Foundation does not guarantee that data has been wiped from devices. The Recipient is responsible for inspecting cords and batteries for fire hazards before use.
- **Toys and Children's Items:** Recipient acknowledges that donated toys may not meet current safety standards or may have been subject to recalls. Recipient assumes all responsibility for inspecting toys for small parts (choking hazards), sharp edges, or lead paint before allowing children to use them.
- **Clothing and Linens:** All textiles are provided without a guarantee of cleanliness. Recipient is advised to wash all items thoroughly before use to avoid allergens, skin irritation, or pests.

## **7. Disclaimer of Warranties**

Power of 10 Foundation makes **no express or implied warranties**, including but not limited to the **Implied Warranty of Merchantability or Fitness for a Particular Purpose**. The entire risk as to the quality and performance of the goods is with the Recipient.

### **Participant Signature**

I have read this release of liability and assumption of risk agreement, fully understand its terms, and sign it freely and voluntarily.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **Parent/Guardian Signature (if Participant is under 18):**

**Printed Name:** \_\_\_\_\_

**Relationship to Participant:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

