Families Helping Families in Houston

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND COVENANT NOT TO SUE

I agree to this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABLITY, INDEMNITY, AND COVENANT NOT TO SUE ("Agreement") with Families Helping Families in Houston, Inc. I desire to participate in Families Helping Families in Houston Volunteer Event ("Activity"), which is distributing groceries to families in need. I acknowledge participation in this Activity is elective and voluntary. I understand and agree as follows:

I understand that Families Helping Families in Houston, Inc. requires participants to follow safety rules and instructions. I understand that participation in the Activity presents certain dangers, hazards, and inherent risks. Dangers and risks of the Activity include, but are not limited to, potential contact with individuals who may or may not have had exposure to COVID by either direct or indirect contact through organizing materials, bagging materials, transporting materials, delivering materials, , and/or providing materials to third parties in their vehicles ("dangers and risks"). I attest I am aware of the dangers, risks and hazards that may be directly or inherently involved in the Activity. I assume all responsibility and risk arising out of, resulting from, occurring during, or incidental to participation in the activity, including all risk of property damage, injury, and other hazards to myself. I will wear proper protective gear, including masks and gloves, and will practice safe social distancing practices at all times.

I, individually and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, waive, indemnify, hold harmless, and covenant not to sue Families Helping Families in Houston, Inc., its trustees, employees, agents, officers and representatives ("Releasees"), from and against any and all liability arising out of any rights I may have for damages, losses, or injuries I may sustain to person or property associated with participation in the Activity or based on any rights a third party may have for harm caused by myself, which arise out of, occur during, or are in any way connected with my participation in the Activity, except if injury or loss is directly caused by the gross negligence or willful wanton misconduct of the Releasees.

I agree that Texas law governs this Agreement. Should any clause in this document conflict with Texas law, only that clause will be void and the rest of this document shall stay in full force and effect.

I HAVE READ (IF UNDER 18 YEARS OLD, PARENT OR GUARDIAN MUST ALSO READ) THIS ENTIRE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND COVENANT NOT TO SUE. I FULLY UNDERSTAND THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING.

| Participant's Signature | Date | Participant's Name (Please print legibly.) | Age |
|---|---------------------------|---|-----|
| Parent/Guardian Signature D (If under 18 years old, Parent or Guard | ate ian must also sign | 1.) | |
| Witness (print) | Witness (sign | nature) | |