

Company Logo

## Charitable Organization Donation Release (Food Bank/Pantry)

[Company Name]

ATTN:

[Address]

[Address]

The undersigned entity “\_\_\_\_\_” for value received, hereby acknowledges that [Company], and/or one or more of its subsidiaries, affiliates and divisions (individually and collectively referred to as “[Company]”) has agreed to donate food or nonfood-related grocery products (the “Product”) to Charitable Organization, for distribution of such Product by Charitable Organization solely for use or consumption of such Product by the needy.

Charitable Organization acknowledges that such Product may be damaged, out-of-date, or otherwise distressed food or nonfood-related grocery products that may not meet all of the quality and labeling standards imposed by applicable federal, state and local laws and regulations (“Salvage Product(s)”). In consideration of the donation of Product and/or Salvage Product to Charitable Organization, for use or consumption of such Product and/or Salvage Product solely by the needy as distributed by Charitable Organization, Charitable Organization (i) agrees to recondition the Salvage Product(s) to comply with all the quality and labeling standards prior to distribution by it to the needy; (ii) acknowledges that it is knowledgeable of the standards to properly recondition the Salvage Product(s); and (iii) waives, releases and forever discharge [Company] and its employees, officers and directors from any breach by Charitable Organization of the obligations in (i) and (ii) including without limitation all liability, actions, claims and proceedings and any judgments, damages, fines, costs and expenses (including reasonable attorneys’ fees) for the recovery of damages for injury, illness and/or death or damage to property, arising out of or alleged to have arisen out of the use and/or consumption of any such Salvage Product.

The Products and Salvage Products are intended to be covered by the applicable local regulation for donation of food. Charitable Organization represents that the Products and Salvage Products will be for charitable use only and will not be resold or distributed by Charitable Organization other than for charitable purposes. Further, in spite of [Company]’s attempts to provide only Salvage Products that are fit for human consumption, Charitable Organization agrees to not distribute or use any Salvage Products which Charitable Organization determines may not be suitable for human consumption. [Company] makes no representation concerning the Products, express or implied, including merchantability or fitness for a particular purpose.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: [Name of Charitable Organization]

[Signature of Authorized Official and Title]

[Street Address]

[City, State, and Zip Code]

[Date]