

Print Name:



## PLEASANT HEARTS PET FOOD PANTRY WAIVER AND RELEASE OF LIABILITY

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*All food distributed by Pleasant Hearts Pet Food Pantry is obtained through donation. Some food may be past expiration or opened. By accepting food from Pleasant Hearts Pet Food Pantry and feeding it to their pets, recipients acknowledge that they are aware of the risk involved in accepting opened or expired food and will not hold Pleasant Hearts Pet Food Pantry or its affiliates (A Pleasant Dog) responsible should any harm or illness to their pets as a result of feeding them donated food. Pleasant Hearts Pet Food Pantry will never knowingly distribute food that has been recalled, although recalls may occur after donated food has been distributed. Once donated food is in the possession of the recipient, it is the recipient's responsibility to check and track for recalls. Pleasant Hearts Pet Food Pantry and its affiliates are not responsible for recalled food.*

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED PET FOOD DONATION PROGRAM AND AM ACCEPTING FOOD FROM PLEASANT HEARTS PET FOOD PANTRY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH ACCEPTING DONATED PET FOOD THAT MAY BE OPENED OR PAST EXPIRATION, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO PHYSICAL INJURY, PAIN, SUFFERING, ILLNESS, TEMPORARY OR PERMANENT DISABILITY, AND DEATH OF MY PET, AS WELL AS ECONOMIC OR EMOTIONAL LOSS AS A RESULT OF THE AFOREMENTIONED INJURIES OR OUTCOMES. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY CHOICE TO FEED MY PET DONATED FOOD. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME AND MY PET, OF MY OWN VOLITION AND THROUGH MY PARTICIPATION IN THE PLEASANT HEARTS PET FOOD PANTRY DONATION PROGRAM.

I agree to hold harmless Pleasant Hearts Pet Food Pantry and its affiliates against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs if litigation arises pursuant to any claims made by me or by anyone else's action on my behalf. If Pleasant Hearts Pet Food Pantry and its affiliates incur any of these types of expenses, I agree to reimburse Pleasant Hearts Pet Food Pantry and its affiliates.

I acknowledge that Pleasant Hearts Pet Food Pantry and its affiliates and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity working on the behalf of Pleasant Hearts Pet Food Pantry.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE PLEASANT HEARTS PET FOOD PANTRY AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST PLEASANT HEARTS PET FOOD PANTRY AND ITS AFFILIATES (A PLEASANT DOG) FOR PERSONAL INJURY OR INJURY TO MY PET.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Pleasant Hearts Pet Food Pantry and its affiliates, its agents, and volunteers.

In the event that my pet should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_