



UNITED PET FUND

MEMBER ORGANIZATION WAIVER AND RELEASE

Thank you for being a United Pet Fund member organization! To participate in UPF Distribution Days and receive donated pet food and supplies, a responsible representative of your organization must read and sign this form each year.

This Waiver and Release is made in favor of United Pet Fund (UPF), its Food and Supply Donors, Greater Good Charities, and their respective directors, officers, employees, board members, volunteers, and agents (together, the “Released Parties”).

1. You Are Entering a Working Warehouse — Safety Is Everyone’s Responsibility

When your organization’s representatives come to a UPF Distribution Day, they are entering an active warehouse environment. This is not a retail store or a community event space. Real hazards exist, including:

- Forklifts and pallet jacks operating in the same areas where people are walking
- Large delivery trucks and moving vehicles entering and exiting the facility
- Heavy pallets and stacked merchandise that can shift or fall
- Uneven surfaces, loading docks, and limited visibility in some areas
- Heavy lifting required — boxes and bags of pet food can weigh 40+ lbs
- Outdoor weather conditions during loading

ANYONE representing your organization at a UPF Distribution Day must stay alert, follow posted safety signage, and pay close attention to their surroundings at all times.

2. You Must Follow All Instructions from UPF Warehouse Volunteers

UPF’s warehouse is managed by trained UPF volunteers who are responsible for keeping everyone safe and the distribution running smoothly. All member organization representatives — without exception — must:

- Listen to and immediately comply with all directions given by UPF warehouse volunteers
- Stay in designated areas and not wander into restricted parts of the warehouse
- Follow all loading procedures as directed — do not load your vehicle without instruction
- Refrain from operating any UPF equipment, including forklifts or pallet jacks, under any circumstances

- Keep all non-essential people (children, extra passengers) away from the active warehouse floor

Failure to comply with UPF warehouse volunteers' instructions may result in your organization being immediately removed from the UPF Member Roster and loss of all future access to UPF resources.

3. Assumption of Risk

Your organization acknowledges that participation in UPF Distribution Days involves physical risk. By signing this form, you accept, on behalf of your organization and all representatives who attend, that:

- All participants voluntarily assume the risk of injury, illness, or property damage (including vehicle damage) that may occur during participation, including travel to and from the UPF facility.
- Damage to your vehicle could result from overloading, on-site collisions, or other conditions related to the distribution.
- United Pet Fund does not assume responsibility for injuries or damages to members, their representatives, or their vehicles.

4. Release of Liability

On behalf of your organization, its members, representatives, heirs, and assigns, you release and forever discharge the Released Parties from any and all claims, losses, or damages — including those caused by the negligence of the Released Parties — arising from:

- Participation in any UPF Distribution Day or related activities
- Travel to or from the UPF facility
- The receipt, handling, or use of donated pet food and supplies
- First-aid or emergency medical care provided on-site

Your organization also agrees to indemnify and hold harmless the Released Parties from any claims brought by your members or representatives in connection with UPF participation.

5. Insurance — Your Organization's Responsibility

United Pet Fund does not carry health, medical, disability, or vehicle insurance for member organizations or their representatives. Your organization is responsible for ensuring that all attending representatives carry their own:

- Personal health or medical insurance
- Vehicle insurance (liability, collision, and cargo coverage appropriate for transporting donated goods)

6. Use of Donated Goods

Pet food, treats, and supplies received from UPF (“Donated Goods”) are subject to the following:

- Donated Goods are for your organization’s use and distribution to those you serve only. They may not be resold, traded, or presented for refund.
- Redistribution to other organizations requires the express written consent of UPF.
- **DO NOT FEED TO CATTLE OR OTHER RUMINANT ANIMALS.**
- Donated Goods are provided “as is” and “as available.” UPF and its donors are not liable for any damages arising from their use or consumption.
- Your organization must have sufficient and secure storage for all received goods.
- Your organization agrees to abide by any distribution restrictions communicated by UPF or its donors.
- Your organization agrees to allow UPF or a Donor representative to verify that goods are received, stored, and distributed in accordance with these terms.

7. Photo and Media Release

You grant UPF the irrevocable, royalty-free right to photograph or record the image, voice, and likeness of your organization’s representatives during UPF activities, and to use those materials for promotional, educational, or other lawful purposes across any media. You waive the right to review or approve any such use.

8. General Terms

1. This Agreement is governed by the laws of the State of Ohio.
2. If any provision of this Agreement is found to be unenforceable, all remaining provisions remain in full force and effect.
3. The signing representative confirms they have the authority to sign on behalf of their organization and all attending representatives.
4. This Waiver may be signed in counterparts.
5. UPF encourages all member organizations to review this form with legal counsel of their own choosing.



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Authorized Representative Signature Page

By signing below, I confirm that I am an authorized representative of the member organization named below, that I have read and understood this Waiver and Release in full, and that I agree to its terms freely and voluntarily on behalf of my organization and all representatives who participate in UPF Distribution Days.

I understand that my organization's continued membership with UPF depends on compliance with the safety rules and warehouse policies described in this agreement.

Member Organization Name:

Representative's Name (print):

Title / Role within Organization:

Organization Address:

Email Address:

Phone Number:

Signature:

Date: _____

Area below this line to be filled in by UPF Staff

Date Received: _____ Received By: _____ Member ID: _____