

VOLUNTEER WAIVER

Dear Volunteer:

Whole Foods Market, Inc. (“WFM”) is proud to provide you and your family this opportunity to volunteer your time and talents. They may be under the direction and supervision of a WFM team member, or by a third party facilitator, who has no affiliation with WFM. Your participation is strictly voluntary.

You understand that as a volunteer you will not be paid and that you will not be covered by or eligible for any Workman’s Compensation insurance or benefits or liability insurance through WFM. Because the volunteer activities may present physical risks, you will use your good judgment and reasonable care prior to participating.

In consideration for your participation in our activities, and by signing this form, you acknowledge, agree, and understand that your participation is voluntary and you assume the risks associated with the activity in which you will be participating. Such risks may include, but are not limited to, the risk of physical injury or other harm. You, and you alone, are solely responsible for taking proper care to limit your risk of injury or harm. ***You knowingly, and voluntarily do hereby indemnify, release, acquit, waive, forever discharge, and covenant not to sue WFM, its employees, agents, and any related affiliate and/or subsidiary entities from and against any and all liabilities, costs and expenses (including without limitations, any reasonable fees and expenses of its attorneys and consultants) relating to or arising out of any claims, demands or causes of action of every kind and character (including, without limitation, personal injury and property damage claims) as a result of the facilities, instructor, presentations and materials, or activities. This waiver specifically includes, but is not limited to, any claims made by you arising from the alleged negligent acts of WFM, its employees, agents, and any related parent and/or subsidiary entities.***

You voluntarily consent and grant WFM and its designees the right to use, display, broadcast, market, sell, distribute, modify or duplicate, either in whole or in part, and either alone or with other products, for commercial or non-commercial purposes, and any other purpose that WFM and its designees in their sole discretion may determine your name, likeness, image, voice, appearance and/or performance in the activities whether recorded on or transferred to media now known or later developed. WFM and its designees shall have complete ownership in media in which your name, likeness, image, voice, appearance and/or performance appears, including copyright interests; and you acknowledge that you have no interest or ownership in the media or copyright created by WFM and its designees. You hereby give all clearances, copyright and otherwise, for use of your likeness, image, voice, appearance and/or performance.

Signature: _____
Name Printed: _____
Date: _____

If the participant is under the age of 18:

You hereby acknowledge that you are the legal guardian of the Participant whose name appears below, that you have read the foregoing agreement, and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms.

Name of the Participant (Please Print)

Guardian Name (Please Print)

Guardian’s Signature