

WAIVER OF LIABILITY & RELEASE

The undersigned (“**Guest**”) hereby waives any liability of, and releases, discharges, and holds harmless PepsiCo, Inc., its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns, and their affiliates and subsidiaries, directors, officers, employees, agents, contractors, successors and assigns (collectively, “**Company**”), from and against any and all liabilities, damages, injuries, deaths, losses, claims, rights, causes of action, actions, suits, debts and sums of money, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, either at law or equity, whether known or unknown, asserted or non-asserted, arising from or in any way relating to Company’s permission to use, and the undersigned’s access, use and enjoyment of, certain portions of Company’s leased warehouse premises at _____ (“**Company Warehouse**”) during the period from _____ through _____, for furtherance of the mission of the Marine Corps Toys For Tots Foundation and its 2016 holiday gift drive (the “**Charitable Project**”).

Guest also represents and warrants that he/she has the individual authority to execute this release on his/her own behalf in his/her personal capacity and/or as a duly authorized agent, employee or volunteer of the Marine Corps Toys for Tots Foundation and will abide by all of Company’s policies and procedures while performing his/her duties to the Charitable Project while at or upon the Company Warehouse.

Guest acknowledges that he/she has carefully read this Waiver of Liability & Release prior to its execution and fully understands that its contents will bind and be effective against Company and his/her successors, assigns, heirs, and legal representatives with the sworn force and effect as it is binding and effective against him/her.

Signature _____
Date _____

Phone # _____
E-mail Address _____
Emergency Contact _____
Phone _____

I am 18 years of age or older: _____ YES _____ NO.
IF NO, THE FOLLOWING MUST BE COMPLETED.

I, the undersigned parent/guardian of the above minor child under the age of 18 years, consent to the participation of the minor child in the Charitable Project and its affairs as to be conducted at Company Warehouse as indicated more fully above. My signature indicates that I have fully read this document, am legally responsible for the minor child identified and I am qualified to sign this agreement. I hereby consent and agree to the terms of this Waiver of Liability & Release on behalf of my child and agree that it shall be binding upon me, my heirs, legal representatives and assigns.

Parent/Guardian
Signature _____ **Date** _____