

Food Donation Waiver

This Food Donation Waiver (this “**Waiver**”) is dated _____, 2022 between Panda Restaurant Group, Inc. (“**Panda**”) and _____ (“**Recipient**”).

By signing this Waiver, Recipient agrees as follows:

Assumption of Risk and Waiver of Liability

Recipient and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, “**Recipient Parties**”) assume all risks associated with the Food Products donated under this Waiver, including matters of health and safety associated thereof. Recipient Parties do hereby **release, waive, discharge, and covenant not to sue** Panda, Panda Express, Inc., Panda Cares Foundation, and each of their respective present and former, direct and indirect, parents, subsidiaries, affiliates, directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, and employees (including, without limitation, any company engaged for the preparation and delivery of the Food Products) (collectively, “**Donor Parties**”) from liability for each and every claim, action, suit, cause of action, damage (including consequential damages), demand, loss and expense, including but not limited to attorney’s fees and costs, that it has or might have, in any way arising out of or in connection with this Waiver or the Food Products except to the extent that any such liability cannot be released or waived under applicable federal, state or local law. The foregoing shall, to the fullest extent of applicable law, be in addition to, and not in replacement or substitution of, any legal protections offered by any “Good Samaritan” or other similar laws in any jurisdiction.

Indemnification and Hold Harmless

Recipient agrees to INDEMNIFY and HOLD the Donor Parties HARMLESS from any and all claims, actions, suits, judgments, settlements, penalties, awards, fines, procedures, costs, expenses, damages, and liabilities, including attorney’s fees incurred by the Indemnified Parties arising out of or related to the Food Products served under this Waiver and to reimburse them for any such expenses incurred.

Severability

Recipient further expressly agrees that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as permitted by applicable state and federal law (including without limitation the Bill Emerson Good Samaritan Food Donation Act) and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Public Announcements

Recipient may make public announcements and communicate with news media regarding the Food Products with prior consent and notice to Panda (which consent shall not be unreasonably withheld, conditioned, or delayed), and the parties shall cooperate as to timing and contents of any such announcement. Upon the request of Panda, the naming recognition may be changed.

Acknowledgment of Understanding

Recipient has read this Waiver, fully understand its terms, and **understand that it is giving up substantial rights, including its right to sue.** The undersigned has the authority to sign and execute this Waiver on behalf of Recipient. By signature hereunder, Recipient hereby acknowledges and agrees that this is **a complete and unconditional release of all liability** as relates to this Waiver to the greatest extent allowed by law.

IN WITNESS WHEREOF, the undersigned have each read the foregoing Waiver and agrees with it.

RECIPIENT

By: _____ Date: _____

Print Name: _____

Title: _____

Organization: _____