

**REQUEST FOR SODEXO
FOOD SERVICE WAIVER
For Student Organizations**



ORGANIZER INFORMATION

IMPORTANT: Sodexo is the exclusive food service provider for Chapman University. This includes all events held on the university campus. This exclusivity does not apply to fundraising activities of registered student organizations when food is donated or prepared by the members or when the total cost of food and beverages does not exceed \$50.00 and service conforms to University and County health and safety guidelines as approved by a Sodexo Restaurant Services official. **If your activity requires food service other than described above and if you are seeking a Waiver to the use of Sodexo, please describe the basis for your request:**

| | |
|---|-------------------------|
| Name of Organization: | |
| Name of Person Making Request: | |
| Telephone: | Email: |
| Name of Event: | Date of Activity/Event: |
| Location of Event: | Description of Event: |
| Reason for Waiver Request: | |
| NOTE: When the event is taking place on campus, the Organizer may be required to obtain the services of a catering attendant from Catering Services in order to maintain the event and clean up the meeting room when the event concludes. | |

| | |
|---|-----|
| Name(s) of Food Service Providers Proposed: Note – Any Food Service Provider must operate under a permanent or temporary food service license, duly issued, under the California Uniform Retail Food Facilities Law (CURFFL). | (1) |
| | (2) |
| | (3) |

Assumption of Risk and Waiver of Liability: In consideration of the above, I/we, assume all risks associated with the preparation of food products supplied under this Agreement, including matters of health and safety associated thereof. I/we do hereby **release, waiver, discharge, and covenant not to sue** Chapman University or Sodexo, Inc., their respective Trustees, officers, employees, students and agents from liability **from any and all claims including the negligence of Chapman University or Sodexo, Inc., their respective Trustees, officers, employees and agents**, resulting in personal injury, accident, or illness, including death and property loss arising from any and all food products provided under this Agreement.

Indemnification and Hold Harmless: I agree to INDEMNIFY and HOLD Chapman University and Sodexo, Inc. and their respective Trustees, officers, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result in my negligence in the preparation or delivery of food products served under this Agreement and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** as relates to this Agreement to the greatest extent allowed by law.

| | |
|------------------------------------|-------|
| Name of Organization: | |
| Name of Authorized Representative: | |
| Signature: | Date: |

SODEXO REVIEW AND APPROVAL

| | | | |
|-------------------------|---|------|------------------|
| Request for Release is: | Yes, Approved. <input type="checkbox"/> No, Not Approved <input type="checkbox"/> | | |
| Conditions & Comments: | | | |
| Signature: | | | |
| Title | General Manager | Date | Catering Manager |
| | | | Date |



**Food Service Provider
Assumption of Risk, Waiver of Liability, and Indemnity Agreement**

| | |
|-----------------------------------|--|
| Name of Food Service Provider: | |
| Address of Food Service Provider: | |
| Name and Date of Event | |

I/we have agreed to serve as a Food Service Provider to Chapman University for the above named event. We will be providing food items to include, but not necessarily be limited to the following items:

| Item | Quantity |
|------|----------|
| | |
| | |
| | |
| | |

The above list is subject to change based on availability and/or need as may be subsequently determined and mutually agreed. Upon signing of this Agreement, I/we agree to provide all food items:

At no cost to the event or Chapman University, or At a total cost of \$_____ .

Assumption of Risk and Waiver of Liability: In consideration of the above, I/we, as Food Service Provider assume all risks associated with the preparation of food products supplied under this Agreement, including matters of health and safety associated thereof. I/we do hereby **release, waiver, discharge, and covenant not to sue** Chapman University or Sodexo, Inc., their respective Trustees, officers, employees, students and agents from liability **from any and all claims including the negligence of Chapman University or Sodexo, their respective Trustees, officers, employees and agents**, resulting in personal injury, accident, or illness, including death and property loss arising from any and all food products provided under this Agreement.

Indemnification and Hold Harmless: I agree to INDEMNIFY and HOLD Chapman University and Sodexo, Inc. and their respective Trustees, officers, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result in my negligence in the preparation or delivery of food products served under this Agreement and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** as relates to this Agreement to the greatest extent allowed by law.

| | | | |
|------------------------------------|--|-------|--|
| Food Service Provider Name: | | | |
| Name of Authorized Representative: | | | |
| Signature: | | Date: | |