

GENERAL RELEASE OF LIABILITY

Disclaimer

DormDash Food Safety, Consumption Disclaimer, and Waiver of Liability::

At DormDash, your safety and satisfaction are paramount. While we strive to ensure that all food items delivered through our platform meet stringent quality and safety standards, we want to remind you of the following important considerations:

Food Handling and Storage: Once your order is delivered, it is crucial to handle and store perishable items properly. Please adhere to any specific instructions provided by the seller to maintain the freshness and safety of your food.

Allergen Information and Cross-Contamination Disclaimer: Please review the allergen information provided by the Seller before placing your order, especially if you have any known food allergies or dietary restrictions. Despite our best efforts, DormDash cannot guarantee the absence of allergens in food products or prevent cross-contamination. Shared equipment, utensils, and preparation areas may come into contact with allergens or other food items, potentially leading to cross-contamination.

Consumption Timeframe: For the best taste and quality, we recommend consuming your delivered food items promptly. Perishable items, in particular, should be consumed within a reasonable timeframe to minimize the risk of foodborne illness.

Temperature Control: Consume hot foods while still hot and cold foods while still cold. Avoid consuming food items that have been left at room temperature for an extended period, as this may increase the risk of bacterial growth.

Food Recalls: In the unlikely event of a food recall or safety alert issued by a restaurant or vendor, DormDash will promptly notify affected customers and coordinate any necessary actions.

Waiver of Liability (State of Oregon): By placing an order through DormDash, you acknowledge and accept that DormDash, its affiliates, employees, and agents shall not be liable for any injury, death, sickness, or other harm resulting from the consumption or use of food items delivered through our platform, except in cases of willful misconduct. You agree to waive any claims against DormDash and its affiliates, employees, and agents for such harm, whether caused by negligence or otherwise, to the fullest extent permitted by law.

Feedback and Concerns: If you have any concerns about the quality, safety, or freshness of your delivered food items, please contact our customer support team. We are committed to assisting you and ensuring your satisfaction with every DormDash experience.

Please read and understand this disclaimer and waiver of liability before placing your order through DormDash. Your continued use of our platform constitutes acceptance of these terms.

General Liability Release of Claims

Food Service Liability Release

I, _____, hereby acknowledge and agree to the following:

Release of Liability: In consideration of being provided with food products by DormDash, I hereby release, waive, discharge, and covenant not to sue DormDash, its directors, officers, employees, agents, contractors, and representatives (hereinafter referred to as "Released Parties"), from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any injury, illness, or other harm, including but not limited to allergic reactions, foodborne illnesses, or any adverse health effects, that may be sustained by me or any property belonging to me, whether caused by the negligence of the Released Parties or otherwise, arising from the consumption or use of the food products provided by DormDash.

Assumption of Risks: I acknowledge that consuming food products involves inherent risks,

General Release of Liability

including but not limited to the risk of allergic reactions, foodborne illnesses, and other adverse health effects. I voluntarily assume all risks associated with the consumption of food products provided by DormDash, whether known or unknown to me at this time.

Indemnification: I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all liabilities, claims, damages, costs, including reasonable attorneys' fees, arising out of or related to any injury, illness, or other harm, including but not limited to allergic reactions, foodborne illnesses, or any adverse health effects, that may be sustained by me or any third party as a result of my consumption or use of the food products provided by DormDash.

Acknowledgment of Understanding: I have read this Food Service Liability Release, fully understand its terms, and acknowledge that I am giving up substantial rights, including my right to sue the Released Parties. I acknowledge that I am signing this document freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's Signature: _____

Date: _____

Print Name: _____



DocuSign tip | Use DocuSign for Google Docs and you can leave the following section blank. DocuSign will fill it automatically when you and your recipients sign.

I Agree to the
Terms and
Conditions _____