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# DONATION, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT FOR RECEIPT OF DONATED EQUIPMENT

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Please read and review all guidelines and requirements before submitting application. Please print legibly in ink.

## ORGANIZATION INFORMATION

NAME OF ORGANIZATION (RECIPIENT)

TAX-EXEMPT NUMBER

ORGANIZATION ADDRESS

CITY, STATE, ZIP

ORGANIZATION CONTACT

PHONE

EMAIL

FAX

## RECIPIENT ACKNOWLEDGEMENT

RECIPIENT acknowledges receipt from East Valley Water District (DISTRICT) of the items described in the attached document (Donated Equipment) as of the date noted below. East Valley Water District is a public agency and is providing the Donated Equipment to not-for-profit RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Donated Equipment "As-Is" and is solely responsible for any and all costs associated with the removal of the Donated Equipment from the DISTRICT.

RECIPIENT agrees to the following waiver of liability and indemnity provisions:

### RECEIPT OF EQUIPMENT

The RECIPIENT acknowledges receipt of the following equipment donated by the District to the RECIPIENT.

### NO WARRANTIES

The DISTRICT, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Vehicle. Furthermore, in no event shall the District be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the equipment or removal of the equipment from the District's premises, whether based on breach of contract or tort (including negligence).

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## RECIPIENT ACKNOWLEDGEMENT

### WAIVER OF LIABILITY

RECIPIENT does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Vehicle. The entire risk as to the performance of the Donated Vehicle is assumed by RECIPIENT. In no event shall the District or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Vehicles. The above limitations on liability apply even though the DISTRICT may have been advised of the possibility of such damage.

### INDEMNIFICATION

RECIPIENT agrees to indemnify and hold harmless the DISTRICT from any and all claims, liability and damages, arising from the use of the Donated Equipment except those arising from the sole negligence or willful misconduct of the DISTRICT.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN RECIPIENT AND THE DISTRICT.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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DATE

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### INTERNAL USE ONLY

Approved

Not Approved

Date Received

Reviewed By

Additional Notes