



## Release of Liability and Hold Harmless for Purchased or Donated Equipment

### **Description of Equipment:**

By accepting the donated equipment, Buyer/Donee agrees to release and hold harmless Woodland Park School District Re-2 (the “**District**”), and its employees, officers, directors, agents, and representatives from any and all losses, damages, rights, claims related to the donated equipment.

**Disclaimer of Warranty:** The donated equipment and any related documentation are provided to Buyer/Donee "as is" and without warranty of any kind and the District expressly disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose. Furthermore, the District does not warrant or make any representations regarding the use or results of the use of the equipment in terms of correctness, accuracy, reliability, or otherwise. Should this equipment prove defective, the District is not responsible for the cost of any necessary repair or correction.

**Limitation Of Liability:** Under no circumstances, including negligence, shall the District be liable for any incidental, special, punitive or consequential damages that result from the use or inability to use the equipment, even if the District or the District’s representative have been advised of the possibilities of such damages.

**Indemnification:** Buyer/Donee shall defend, indemnify and hold harmless the District against all claims, damages, costs and expenses that arise from or result from the shipping, handling, sale, recycling, disposal, export, transfer or use of the donated equipment, including without limitation all claims for bodily injury and property damage arising from the use of the donated equipment. The term “claim” includes but is not limited to allegations, notices, lawsuits, judgments, settlements, costs, expenses, attorney fees and other costs for the District to assist with or present any defense, without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or any other cause of action.

Understood and Agreed to by the duly authorized representative of Buyer/Donee:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Title \_\_\_\_\_

*This release is to accompany a completed and approved District Asset Inventory Adjustment form.*