

DONATION AGREEMENT AND RELEASE AND WAIVER OF
LIABILITY AND INDEMNIFICATION AGREEMENT FOR
RECEIPT OF DONATED EQUIPMENT

WHEREAS, Washoe County (hereinafter, "COUNTY") desires to donate AS -IS WITH ALL FAULTS the specific equipment described below to Karma Box Project (hereinafter "RECIPIENT").

WHEREAS, RECIPIENT of the specific donated equipment listed below acknowledges that proper use of the equipment may require maintenance and extensive training;

WHEREAS, RECIPIENT acknowledges that RECIPIENT remains responsible for obtaining necessary maintenance and training in order to use the donated equipment;

WHEREAS, RECIPIENT acknowledges that RECIPIENT holds all responsibility for proper operation of the donated equipment.

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

1. Receipt of Equipment. RECIPIENT acknowledges receipt of equipment donated by COUNTY to the RECIPIENT, ("Donated Equipment"):

2. No Warranties. The COUNTY, 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 Equipment.

3. 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 Equipment. The entire risk as to the performance of the Donated Equipment is assumed by RECIPIENT. In no event shall the COUNTY 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 Equipment. The above limitations on liability apply even though the COUNTY may have been advised of the possibility of such damage.

4. Indemnification. RECIPIENT agrees to indemnify and hold harmless the COUNTY 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 COUNTY.

RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS.

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RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A
CONTRACT BETWEEN RECIPIENT AND COUNTY.

Description of DONATED EQUIPMENT:

Two obsolete golf carts with a current value estimated
at \$625 each (total estimated value at \$1,250)

By COUNTY: _____

Title: Purchasing and Contracts Manager

Date: 01/11/2021

By RECIPIENT:  _____

Title: Kerene Box Project Executive Director

Date: 1-8-2020