



RELEASE/WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BETWEEN (NAME OF ORGANIZATIO/INDIVIDUAL BUYING PROPERTY) AND THE MORAGA-ORINDA FIRE PROTECTION DISTRICT

(Name of organization/individual buying property) has purchased from the Moraga-Orinda Fire Protection District used (property being sold) that has been retired by the Moraga-Orinda Fire Protection District from fire service for use by (who will use and for what purpose). The Moraga-Orinda Fire Protection District has agreed to sell these used (property being sold) for use to (name of organization/individual buying property) contingent upon:

- (1) (Name of organization/individual buying property) acknowledgement that the (property being sold) is being provided "as is" and without any warranty as to the fitness of the (property being sold) for use;
- (2) (Name of organization/individual buying property) full release of the Moraga-Orinda Fire Protection District from any liability arising from malfunction, use or misuse of the (property being sold);
- (3) (Name of organization/individual buying property) agreement to indemnify and defend the Moraga-Orinda Fire Protection District for or against any liability, including damage to property, personal injury or death, arising from the use or misuse, whether negligent or willful, or the malfunction of the (property being sold).

IN CONSIDERATION of the sale of these (property being sold) by the Moraga-Orinda Fire Protection District, (name of organization/individual buying property) acknowledges these conditions and agrees as follows.

(Name of organization/individual buying property) expressly acknowledges that the (property being sold) ARE USED AND PROVIDED "AS IS" AND WITHOUT ANY WARRANTY AS TO THE FITNESS OF THE (property being sold) FOR USE and agrees to assume all risks related to the sale of the (property being sold) to (name of organization/individual buying property) for use by (name of organization/individual buying property).

(Name of organization/individual buying property) HEREBY RELEASES AND FOREVER DISCHARGES the Moraga-Orinda Fire Protection District, its employees, officers, and agents, both jointly and severally, from any and all claims, demands, or liabilities for damages, costs and expenses (including attorney's fees), however arising, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, whether in whole or in part, of the Moraga-Orinda Fire Protection District or its employees, officers, or agents, which may be sustained by the undersigned in any way, foreseeable and unforeseeable, related to or arising out of the use of the (property being sold) provided by the Moraga-Orinda Fire Protection District.

THE UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE MORAGA-ORINDA FIRE PROTECTION DISTRICT, its employees, officers, and agents, from and against any and all claims, demands, or liabilities for damages, costs and expenses (including attorney's fees), however arising, INCLUDING FROM THE ACTIVE OR PASSIVE NEGLIGENCE, whether in whole or in part, of the Moraga-Orinda Fire Protection District or its employees, officers, or agents, which may be sustained or incurred by the Moraga-Orinda Fire



RELEASE/WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BETWEEN (NAME OF ORGANIZATIO/INDIVIDUAL BUYING PROPERTY) AND THE MORAGA-ORINDA FIRE PROTECTION DISTRICT

Protection District, its employees, officers, and agents, under or arising directly or indirectly out of the sale of (property being sold) by the Moraga-Orinda Fire Protection District to (Name of organization/individual buying property), including but not limited to the malfunction of the (property being sold) or the use or misuse of the (property being sold) by (name of organization/individual buying property).

AUTHORITY TO SIGN. The individual executing this agreement represents and warrants that he or she has the right, power, legal capacity, and authority to enter into and to execute this agreement on behalf of (name of organization/individual buying property). This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Signature

Print Name

Title

Date