



RELEASE/WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BETWEEN (NAME OF ORGANIZATION DONATED TO) AND THE MORAGA-ORINDA FIRE PROTECTION DISTRICT

(Name of organization donated to) has asked the Moraga-Orinda Fire Protection District to donate used (property being donated) that have 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 donate these used (property being donated) for use to (name of organization donated to) contingent upon:

- (1) (Name of organization donated to) acknowledgement that the (property being donated) are being provided "as is" and without any warranty as to the fitness of the (property being donated) for use;
- (2) (Name of organization donated to) full release of the Moraga-Orinda Fire Protection District from any liability arising from malfunction, use or misuse of the (property being donated);
- (3) (Name of organization donated to) 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 donated).

IN CONSIDERATION of the donation of these (property being donated) by the Moraga-Orinda Fire Protection District, (name of organization donated to) acknowledges these conditions and agrees as follows.

(Name of organization donated to) expressly acknowledges that the (PROPERTY BEING DONATED) ARE USED AND PROVIDED "AS IS" AND WITHOUT ANY WARRANTY AS TO THE FITNESS OF THE (PROPERTY BEING DONATED) FOR USE and agrees to assume all risks related to the donation of the (property being donated) to (name of organization donated to) for use by (name of organization donated to).

(NAME OF ORGANIZATION DONATED TO) 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 donated) 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



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

**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 donated to). 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