

Release of Liability for Donated Equipment

The City of Arvada (“Arvada”) is a home-rule municipality that, in response to the current COVID-19 public health emergency, has surplus protective equipment that it may, from time to time, donate to members of the community free of charge for the public purpose of supporting public health. In consideration for accepting the Donated Equipment, the undersigned agrees to the following waiver of liability and indemnity provisions:

1. **Donated Equipment.** Arvada is donating to me the following item(s):
_____ (the “Donated Equipment”)

2. **Condition “As Is.”** Arvada is not making any representations, warranties, or guarantees about the Donated Equipment, including any implied warranties of merchantability and/or fitness for any purpose. I am accepting the Donated Equipment “as is.” I understand that Arvada will not provide any instructions, warnings, follow-up services, replacement parts, or repairs.

3. **Assumption of Risk.** I understand that there are certain risks of injury that may arise from the possession, use or misuse of the Donated Equipment, including the risk of injury, disability, or death, or damage to property. I assume full responsibility for all risks arising directly or indirectly from my possession, use or misuse of the Donated Equipment, both known and unknown, regardless of the cause.

4. **Waiver and Release.** I waive and release any and all claims against Arvada, its agents, employees and elected officials (collectively “Arvada Parties”) with respect to any and all injury, disability, death, loss and damage to property resulting from possession, use or misuse of the Donated Equipment, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Arvada Parties on the basis of these waived and released claims.

5. **Indemnity.** I will defend, indemnify and hold the Arvada Parties harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by any Arvada Party resulting directly or indirectly from the possession, use or misuse of the Donated Equipment by me or any other person.

By signing below, I have read and understand the terms of this agreement. I understand that this agreement covers each and every item of Donated Equipment which I am receiving. I UNDERSTAND THAT THIS A COMPLETE RELEASE OF LIABILITY OF ARVADA.

Signature

Date