

# Release of Liability for Donated Equipment

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[\_\_\_\_\_] ("Client") is a nonprofit corporation with the purpose of [\_\_\_\_\_]. From time to time, Client gives [\_\_\_\_], [\_\_\_\_], computers, and other equipment to clients and members of the community free of charge.

**By signing this document, I agree as follows:**

1. **Donated Equipment.** Client is donating to me the following item(s):  
 \_\_\_\_\_ (the "Donated Equipment")
2. **Condition "As Is".** Client 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 Client will not provide any instructions or 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 of my child or other persons, 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 Client, its officers, agents and employees (collectively, "Client Parties") with respect to any and all injury, disability, death, loss or 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 Client Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this document.
5. **Indemnity.** I will defend, indemnify and hold the Client Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Client Party resulting directly or indirectly from the possession, use or misuse of the Donated Equipment by me or any other person, except and only to the extent the liability is caused by the gross negligence or willful misconduct of a Client Party.

**Computers Only.** I understand that the computer I am receiving may have existing faults and software or hardware limitations. I understand that Client is not responsible for providing computer support or additional equipment once I have received the computer. I will not hold Client responsible for any consequences of software or hardware malfunctions, viruses, or equipment failure.

6. 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 sign it freely and voluntarily.

<b>Name</b>	<b>Date</b>	<b>Signature</b>
<b>Parent's/Guardian's Signature (if under 18)</b>	<b>Date</b>	<b>Parent's/Guardian's Name (if under 18)</b>