Children & Families First
Waiver of Liability and Hold Harmless Agreement

I, _____, (Hereafter referred to as "Recipient"), agree that this is a contract
(Print First and Last Name of Recipient)
for usage of personal property only. Recipient agrees that he/she will use the services and/or personal property received from Children & Families First upon the express condition that the item(s) will remain in the possession of the Recipient, and that he/she will immediately dispose of any item(s) not functioning properly. Recipient is responsible for the correct use of item(s) according to manufacturer's instructions and guidelines. Recipient will not sell item(s) received.

In consideration for accepting personal property from or through Children & Families First, I hereby unconditionally Release, Waive, and Discharge Children & Families First, their officers, directors, agents, administrators, volunteers, interns, or employees (herein referred to as "the Agency") from any and all liability, claims, demands, and actions arising out of or related to any loss, damage or injury including death, that may be sustained by me, my child(ren), my heirs, my next of kin and any other person, whether caused by the active or passive negligence of the agency, or otherwise.

It is understood that many of the items donated by Children & Families First are used and have in turn been donated to the agency. I am fully aware of the potential risks involved and potential hazards connected with using these items. I hereby elect to voluntarily accept the items with full knowledge of these risks and hazards. I voluntarily assume full responsibility for any risks of loss, personal injury, including death, that may be sustained by me, my child(ren), my heirs, my next of kin, and any other person, whether caused by the active or passive negligence of the agency or otherwise.

I further agree to indemnify and hold harmless the agency from any loss, liability, damage or costs, including court costs and attorney fees that they may incur as a result of my accepting services and personal property from or through Children & Families First. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, my heirs, assigns and personal representative.

Disclaimer or Warranty: All personal property items are donated without any warranty, either expressed or implied, including without limitation any warranty or merchantability or fitness for a particular purpose.

By signing this release, I acknowledge and represent that I have read, understand and have fully informed myself of the contents. I freely and voluntarily accept and expressly assume all risks, dangers, hazards that may arise from any activities that could result in personal injury, loss of life and/or property damage. By accepting donated items, I agree to inspect them before use and to check manufacturer recall lists.

_____ _____
Signature of Recipient Date Signature of Agency Representative Date

_____
Signature of Parent/Legal Guardian Date
(If Recipient under age 18)