**Smith College**

**Release of All Liability, Hold Harmless and Indemnity Agreement, and Covenant Not to Sue**

**for the Receipt of Certain Property (Gift to another Entity)**

Smith College is a non-profit educational institution. References to Smith College include the Trustees of Smith College, its current and former trustees, officers, employees, volunteers, students, agents and assigns.

Smith College is willing to give certain equipment (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (full legal name of the Recipient), hereafter “Recipient” on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which the Recipient would like to receive. This does not purport to be an exhaustive list of every item of equipment which may be transferred with this gift, and may not list spare parts, maintenance equipment, or other equipment which may be considered integral to the equipment listed.

Smith College acknowledges that the equipment is not new, and makes no warrantee or statement of any kind as to the condition, fitness, suitability to any purpose, soundness, safety, usefulness, compliance with any federal, state, or local law, rule or regulation, or any other statement about the equipment or its use. Smith College acknowledges that said equipment may have been modified from manufacturer’s original design, whether by intent or not, and that the purchaser should not rely on knowledge of similar products in evaluating said equipment.

The Recipient accepts the equipment, in its present condition, without qualification. It is mutually agreed that the value of the equipment is approximately the current average market value of the equipment.

In consideration of the value of this gift the Recipient, as per the authorized signatory below, to the fullest extent permitted by law, agree to forever release and on behalf of the Recipient and its employees, officers, directors, agents and assigns, hereby do forever release Smith College, its directors, officers, employees, agents and assigns from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which any party, whether said party is associated with Recipient or not, may now have, or have in the future against Smith College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to the disassembly, assembly, movement, relocation, use, presence, existence, removal, destruction or disposal of said equipment, even if said loss or damage shall arise from any party indemnified hereunder.

In consideration of the value of this gift, the Recipient covenants not to sue and agrees to indemnify, defend and hold harmless Smith College, its directors, officers, employees, agents and assigns from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to the disassembly, assembly, movement, relocation, use, presence, existence, removal, destruction or disposal of said equipment. Recipient hereby certifies that it has full knowledge of the nature and extent of the risks inherent in the disassembly, assembly, movement, relocation, use, presence, existence, removal, destruction or disposal of said equipment and that it is voluntarily assuming all risks, whether known or unknown.

I, the undersigned, warrant that I am duly authorized and competent to sign this agreement on behalf of Recipient. Recipient further understands that the terms of this agreement are legally binding and I certify that this agreement is voluntarily accepted by Recipient after having been carefully read and understood. If any provision in this contract and release shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. Recipient intends this contract and release to take effect upon signing and to be governed by the laws of the Commonwealth of Massachusetts to whose jurisdiction Recipient does consent.

**IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures need not be notarized but must be witnessed.