



**RELEASE/WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT BETWEEN THE CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, LAS POSITAS COLLEGE AND THE MORAGA-ORINDA FIRE PROTECTION DISTRICT**

Las Positas College has asked the Moraga-Orinda Fire Protection District to donate used Five (5) LifePak 12 EKG Monitors that have been retired by the Moraga-Orinda Fire Protection District from fire service for use by Las Positas College Paramedic Program and for training. The Moraga-Orinda Fire Protection District has agreed to donate these used LifePak 12 EKG Monitors for use to Las Positas College Paramedic Program contingent upon:

- (1) Las Positas College acknowledgement that the LifePak 12 EKG Monitors are being provided "as is" and without any warranty as to the fitness of the (property being donated) for use;
- (2) Las Positas College full release of the Moraga-Orinda Fire Protection District from any liability arising from malfunction, use or misuse of the LifePak 12 EKG Monitors;
- (3) Las Positas College 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 LifePak 12 EKG Monitors.

IN CONSIDERATION of the donation of these LifePak 12 EKG Monitors by the Moraga-Orinda Fire Protection District, Las Positas College acknowledges these conditions and agrees as follows.

Las Positas College expressly acknowledges that the LifePak 12 EKG Monitors 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 LifePak 12 EKG Monitors to Las Positas College for use by Las Positas College Paramedic Program.

Las Positas College 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 Las Positas College, including but not limited to the malfunction of the LifePak 12 EKG Monitors or the use or misuse of the LifePak 12 EKG Monitors by Las Positas College.

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 Las Positas College. 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