

**RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT FOR  
RECEIPT OF DONATED GOODS**

Name (RECIPIENT): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name, Phone Number/Email: \_\_\_\_\_

Having accepted from FLYSET.org personal protection equipment in the category of \_\_\_\_\_ -  
\_\_\_\_\_ (referred to as "Donated Goods") as of the date noted below, and in consideration  
for receipt of the Donated Goods, RECIPIENT agrees as follows:

1. RECIPIENT acknowledges that FLYSET.org is providing the Donated Goods to RECIPIENT at no charge and RECIPIENT voluntarily accepts the Donated Goods "As-Is." RECIPIENT expressly assumes all risks related to the use of the Donated Goods. RECIPIENT understands that FLYSET.org is not qualified to advise on the appropriateness of the Donated Goods and further recommends seeking the advice of professionals before using the Donated Goods.
2. **NO WARRANTIES.** FLYSET.org, and its donors, its affiliates, and each of its respective officers, directors, employees, volunteers, agents, counsels, successors, and assigns ("FLYSET.org Parties"), make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose, and assume no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Goods.
3. **WAIVER OF LIABILITY.** RECIPIENT hereby waives, releases, and discharges any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Goods. The entire risk as to the performance of the Donated Goods is assumed by RECIPIENT. In no event shall the FLYSET.org Parties be responsible or liable for any direct, indirect, special, incidental, or consequential damages; lost profits; or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Goods. The above limitations on liability apply even though FLYSET.org may have been advised of the possibility of such damage. RECIPIENT agrees to fully indemnify FLYSET.org Parties for any loss or damages resulting from any claims in connection with the Donated Goods.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT, HAS CAREFULLY READ THIS DONATION AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE INDEMNIFICATION OF LIABILITY BY RECIPIENT.

Authorized Representative – Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

