

Release and Indemnification for Donated Medical Supplies (the "Release")

Donor Name: _____ County Medical Society (the "Donor")

Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Recipient Name: _____ (the "Recipient")

Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Recipient is in receipt of the following donated medical supplies or equipment: (Describe items (e.g., facemask, N95 respirators, etc.)) _____

_____ (the "Donation").

By accepting the Donation, Recipient agrees to the following release and indemnity provisions:

- I. Recipient acknowledges receipt of the Donation, donated by Donor to Recipient.
- II. Donor, including its officers, directors, employees, and/or agents, makes no representations whatsoever, extends 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 assumes no responsibilities whatsoever with respect to the design, development, manufacture, or use of the Donation.
- III. **Recipient does hereby waive, release, and discharge any and all claims against Donor (including its officers, directors, employees, and/or agents) 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 Donation. IN NO EVENT SHALL THE DONOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, OR ANY OTHER ECONOMIC OR PHYSICAL LOSS OR DAMAGE TO ANY INDIVIDUAL REGARDLESS OF LEGAL THEORY RESULTING FROM USE OF THE DONATION, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.**
- IV. Recipient agrees to indemnify and hold harmless the Donor, its successors, assigns, and licensees, and the respective officers, directors, employees, and/or agents, from and

against any and all third-party claims, damages, liabilities, costs and expenses (including attorney's fees), arising out of the use of the Donation.

The undersigned, who is authorized to represent the Recipient, has carefully read this Release and understands its contents. Recipient is aware that this is a complete release of liability of the Donor by Recipient.

Signature of Authorized Representative

Printed Name

Date

NOTICE: This legal form is being provided for use only in consultation with your attorney. This information should NOT be considered legal advice and receipt of it does not create an attorney-client relationship. **This is not a substitute for the advice of an attorney.** The Texas Medical Association (TMA) provides this information with the express understanding that 1) no attorney-client relationship exists, 2) neither TMA nor its attorneys are engaged in providing legal advice and 3) that the information is of a general character. You should not rely on this information when dealing with personal legal matters; rather legal advice from retained legal counsel should be sought.