



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5108)

Meeting: 09/19/19 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5108

Meeting Attachments

ATTACHMENTS:

- 091919 Receipt of Donated Assets (PDF)



Christian County Emergency Services

DONATION, WAIVER OF LIABILITY, AND INDEMNIFICATION FOR RECEIPT OF DONATED ASSETS

Please fill out the following information

Organization Name (RECIPIENT): CHRISTIAN COUNTY COMMISSION
Tax-Exempt Number: 12495565
Organization Address: 100 W CHURCH ST RM 100 OZARK MO 65721
Organization Contact Name: PRESIDING COMMISSIONER RALPH PHILLIPS
Organization Contact Phone: 417-582-4300
Organization Contact Email: CountyCommission@christiancounty.mo.gov

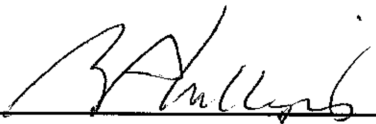
RECIPIENT acknowledges receipt from Christian County Emergency Services ("CCES") of the items described in the attached document ("Donated Assets") as of the date noted below. CCES is providing the Donated Assets to RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Donated Assets "As-Is."

In consideration for accepting the Donated Assets, RECIPIENT agrees to the following waiver of liability and indemnity provisions:

1. Receipt of Assets. The RECIPIENT acknowledges receipt of the following Assets donated by CCES to the RECIPIENT.
2. No Warranties. CCES, including its officers, employees, and agents, 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 assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Assets. Furthermore, in no event shall CCES be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from CCES' premises.

3. Waiver of Liability. RECIPIENT does hereby waive, release and discharge 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 Assets. The entire risk as to the performance of the Donated Assets is assumed by RECIPIENT. In no event shall CCES or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, 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 Assets. The above limitations on liability apply even though CCES may have been advised of the possibility of such damage.
4. Indemnification. RECIPIENT agrees to indemnify and hold harmless CCES from any and all claims, liability and damages, arising from the use of the Donated Assets except those arising from the sole negligence or willful misconduct of CCES.

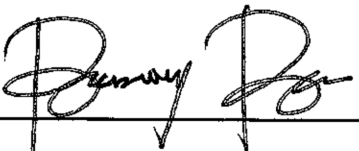
THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT, HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF CCES BY RECIPIENT.



Signature of Authorized Representative

9/11/2019

Date



Signature of CCES Agent processing donation

9/11/19

Date

DONATED ASSETS

MANUFACTURER	MODEL	SERIAL #	SERVICE TAG #
Dell	Precision T1500	84948	
Dell	Precision T1600		J7T8JQ1
Dell	Precision T3610		DYMMN22
Dell	Precision T3610		B2PX8Y1