

Showers on Wheels

Mailing Address:

Showers on Wheels
305 Porter Drive
Roseville, CA 95678

PHONE: 916-990-5713

storkie@showersonwheels.org

Terms and Conditions for Accepting Donated Items

I, _____, (hereafter referred to as "Recipient"), agree that this is a contract for the usage of services and personal property only; not for sale. Recipient agrees that he/she will use the services and/or personal property donated by Showers on Wheels upon the express condition that the item(s) will remain in the possession of the Recipient, and that he/she will immediately dispose of any item(s) not functioning properly. Recipient is responsible for the correct use of item(s) according to manufacturers' instructions and guidelines.

In consideration for accepting services and personal property from or through Showers on Wheels, I hereby unconditionally RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Showers on Wheels, their officers, directors, agents, administrators, volunteers, or employees of Showers on Wheels sponsoring agencies and sponsors (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my child(ren), my heirs, my next of kin, and any other person, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES, or otherwise, as a result of accepting services and personal property from Showers on Wheels.

It is understood that many of the items donated by Showers on Wheels are used and have in turn been donated to Showers on Wheels. I am fully aware of the potential risks involved and potential hazards connected with using these items. I hereby elect to voluntarily accept the items with the full knowledge of these risks and hazards. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, my child(ren), my heirs, my next of kin, and any other person, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES, or otherwise.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees that they may incur as a result of my accepting services and personal property from or through Showers on Wheels, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES, or otherwise. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, my heirs, assigns, and personal representative.

DISCLAIMER OF WARRANTY: All personal property items are donated WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read, understand, and have fully informed myself of the contents. I freely and voluntarily accept and expressly assume all risks, dangers, hazards that may arise from any activities that could result in personal injury, loss of life and/or property damage.

- I am at least eighteen (18) years of age and fully competent.
- I am not eighteen (18) years of age, but my parent or legal guardian is either unavailable or unwilling to sign this agreement. In this case, I acknowledge that I will only receive life necessities, such as food, clothing, safety devices, furniture, etc. I also acknowledge that I am signing this Release and Waiver for those items.
- By accepting the donated items, I agree to inspect them before use and to check manufacturer recall lists.

X Signature of Recipient DATE

X Signature SHOWERS ON WHEELS Representative DATE

X Signature of Parent/Legal Guardian DATE

ORIGINAL: Recipient of Donated Goods
COPY: Showers on Wheels Records