



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

Organization Name (RECIPIENT):

Organization Address:

Organization Contact Name:

Organization Contact Phone:

RECIPIENT acknowledges receipt from ECLAT Foundation ("ECLAT") of the items, **[Product Name: _____]**, Total of _____ unit, ("Donated Goods") as of the date noted below. ECLAT is providing the Donated Goods to RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Donated Goods "As-Is."

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

1. **RECEIPTS OF DONATED GOODS.** The RECIPIENT acknowledges receipt of Donated Goods donated by ECLAT to the RECIPIENT.
2. **USAGE.** The RECIPIENT agrees and understands that the Donated Goods may not be transferred, sold, given or assigned to any other entity and that the Donated Goods must be received, stored, and distributed by the RECIPIENT at a business location—not a personal residence.
3. **NO WARRANTIES.** ECLAT, and its donors, its affiliates, and each of its respective officers, directors, employees, agents, counsels, successors, and assigns ("ECLAT 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 assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Goods. Furthermore, in no event shall ECLAT Parties 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 Donated Goods or receipt of the Donated Goods from ECLAT.
4. **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 Goods. The entire risk as to the performance of the Donated Goods is assumed by RECIPIENT. In no event shall the ECLAT Parties 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 Goods. The above limitations on liability apply even though ECLAT may have been advised of the possibility of such damage.
5. **INDEMNIFICATION.** RECIPIENT agrees to indemnify and hold harmless ECLAT Parties from any and all claims, liability and damages, arising from the use of the Donated Goods except those arising from the sole gross negligence or willful misconduct of ECLAT.

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

Authorized Representative - Printed Name: _____ Signature: _____

Date: _____