

Mount Holyoke College
Release of All Liability, Hold Harmless and Indemnity Agreement, and Covenant Not to Sue
for the Receipt of Certain Property

Mount Holyoke College is a non-profit educational institution. References to Mount Holyoke College include Mount Holyoke College, its trustees, officers, employees, volunteers, students, agents and assigns.

Mount Holyoke College is willing to sell certain equipment (*insert description below*);

to [*insert the name of purchaser/purchasing company below*] (the Purchaser);

on or about [*insert date*]: _____, which the Purchaser would like to acquire. This does not purport to be an exhaustive list of every item of equipment which may be transferred with this gift, and may not list spare parts or other equipment which may be considered integral to the equipment listed. (Attach a complete list to this document if required)

Mount Holyoke College acknowledges that the equipment is not new, and makes no warranty or statement of any kind as to the condition, fitness, suitability to any purpose, soundness, safety, usefulness, compliance with any federal, state, or local law, rule or regulation, or any other statement about the equipment or its use. Mount Holyoke College acknowledges that said equipment may have been modified from manufacturer's original design, whether by intent or not, and that the purchaser should not rely on knowledge of similar products in evaluating said equipment.

The Purchaser accepts the equipment, in its present condition, in its present location, without qualification. It is mutually agreed that the value of the equipment is approximately the current average market value of the equipment. The Purchaser agrees that, entirely at its own expense: it will [*describe conditions, e.g., remove the equipment from its current location (at name), including any additional requirements*];

In consideration of the value of this purchase, the Purchaser, to the fullest extent permitted by law, agrees to forever release and HEREBY DOES FOREVER RELEASE Mount Holyoke College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which Purchaser may now have, or have in the future against Mount Holyoke College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to the disassembly, assembly, movement, relocation, use, presence, existence, removal, destruction or disposal of said equipment, even if said loss or damage shall arise from an act or omission of any party indemnified hereunder.

In consideration of the value of this purchase, the Purchaser COVENANTS NOT TO SUE and agrees to INDEMNIFY AND HOLD HARMLESS Mount Holyoke College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to the disassembly, assembly, movement, relocation, use, presence, existence, removal, destruction or disposal of said equipment. Purchaser hereby certifies that it has full knowledge of the nature and extent of the risks inherent in the disassembly, assembly, movement, relocation, use, presence, existence, removal, destruction or disposal of said equipment and that it is voluntarily assuming all risks, whether known or unknown.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Purchaser and that this Agreement is binding upon the Purchaser in accordance with its terms. Purchaser further understands that the terms of this agreement are legally binding and certifies that this agreement is voluntarily accepted after having been carefully read and understood. If any provision in this contract and release shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. Purchaser intends this contract and release to take effect as a sealed instrument and to be governed by the laws of the Commonwealth of Massachusetts.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____ Date: _____

Name Printed: _____

Title/Position: _____

Witness Signature: _____ Date: _____

Witness Name Printed: _____

Signatures need not be notarized but must be witnessed.