

**RELEASE AND INDEMNIFICATION AGREEMENT  
FOR DONATION OF DECONTAMINATION BOX(ES)**

In consideration of MiraCosta Community College District's ("District") donation of decontamination box(es) to the undersigned entity ("Recipient Facility"), Recipient Facility agrees to the terms of this Waiver, Release, and Indemnification Agreement ("Agreement").

1. **No Warranty/Assumption of Risk.** Recipient Facility acknowledges that the District makes no representation or warranty of any kind regarding the nature or quality of the decontamination boxes made by District students and staff and donated to Recipient Facility ("Decontamination Boxes"), their effectiveness to decontaminate masks, filters, and other equipment and personal protective equipment (PPE), or their compliance with any Occupational Safety and Health Administration (OSHA) or other safety standards. Recipient Facility understands and is fully aware of the potential risks and hazards associated with using the Decontamination Boxes, including their potential to not effectively decontaminate masks, filters, and other equipment and PPE. Recipient Facility ASSUMES ANY AND ALL RISKS OR RESULTS OF INJURY that any person may suffer arising in whole or in part from the Decontamination Boxes or Recipient Facility's or any other person's use of the Decontamination Boxes.

2. **Release of Liability.** Recipient Facility hereby releases, waives, and discharges the District and its trustees, directors, officers, employees, agents, and volunteers ("Recipient Parties"), from any and all liability, claims, demands, losses, personal injuries, emotional distress, or other damages, including death or damage to property, arising in whole or in part from the Decontamination Boxes or Recipient Facility's or any other person's use of the Decontamination Boxes.

3. **Indemnification.** To the furthest extent permitted by law, Recipient Facility agrees to indemnify, defend, and hold the Released Parties harmless from any and all claims, demands, actions, costs, expenses, damages, loss, liabilities or injury of any kind arising out of the Decontamination Boxes or Recipient Facility's or any other person's use of the Decontamination Boxes. This provision shall survive the termination or expiration of this Agreement.

4. **Entire Agreement.** This Agreement contains all of the terms and conditions related to the District's donation of Decontamination Boxes to Recipient Facility, and Recipient Facility's or other person's use of the Decontamination Boxes, and supersedes all prior understandings, representations, or agreements, whether oral or written, relating to the Decontamination Boxes.

MY SIGNATURE BELOW INDICATES THAT I AM AN AUTHORIZED REPRESENTATIVE OF RECIPIENT FACILITY, AND THAT RECIPIENT FACILITY UNDERSTANDS AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT.

Signature:

Print Name:

Print Title:

Recipient Facility Name:

Date:

Executed at (enter City, State):