

Mary Baldwin College
A private College in the public service
Business & Finance - Asset Management
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Receipt and Waiver Form

Not-for-Profit Name (Recipient)
Address
City, State, Zip Code
Recipient Representative

Recipient hereby acknowledges receipt from Mary Baldwin College (hereinafter referred to as the "College") of the items described in the attached document (hereinafter referred to as "Equipment") as of the date noted below. The College is a not-for-profit education corporation and is providing the Equipment to a not-for-profit Recipient in such capacity and at no charge. Recipient voluntarily accepts the above equipment "AS IS" and is solely responsible for any and all costs associated with the removal of the equipment from the College.

THE COLLEGE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPEMENT PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT OR OTHERWISE. FURTHERMORE, IN NO EVENT SHALL THE COLLEGE 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 EQUIPMENT OR REMOVAL OF THE EQUIPMENT FROM THE COLLEGE'S PREMISES, WHETHER BASED ON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

Recipient hereby releases and discharges the College from any liability or responsibility for any injury (including death), and for any damage to or loss of property, however caused, that it may suffer as a result of or in connection with the Equipment, including, without being limited to, injury, loss, or damage that may result from or arise out of or in connection with the negligent acts or omissions of members of the faculty or administration or other employees or agents of the College. Furthermore, Recipient shall indemnify the College and hold it safe and harmless from and against any and all liability, claims, causes of action, and costs of whatsoever kind and nature including, without being limited to injury, damage, loss including death, resulting from, arising out of, or occurring in connection with this agreement, including but not limited to, the use or removal of the Equipment from MBC premises.

Date

Name of Recipient Representative (print)

Title

Signature of Recipient Representative

Date

Signature of Asset Management Representative