

DISPOSITION OF COUNTY-OWNED PERSONAL PROPERTY

Property Description: _____

(the "Property")

NO WARRANTY ACKNOWLEDGEMENT & RELEASE

The Property is being sold, conveyed, donated, or otherwise transferred to you by the County of Douglas, Colorado (the "County") on an "AS IS" basis, subject to all of the terms and conditions set forth below, with no warranties, express or implied, as to the condition of the Property. Prior to transfer of the Property, you must demonstrate your agreement with the terms and conditions set forth below by initialing each line below and by signing the signature line at the bottom of this page.

_____ **NO WARRANTY.** This Property is sold, conveyed, donated, or otherwise transferred "AS IS" without warranty of any kind, either express or implied, in fact or in law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The County shall not be liable for any damages caused by your receipt, purchase and/or use of this Property, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if the County has been advised of the possibility of such damages.

_____ **RELEASE OF LIABILITY.** You expressly waive, exempt, release and discharge the County, its officers and employees, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to your receipt, purchase and/or use of the Property, whether or not caused by any act, omission, negligence, or other fault of the County, its officers, employees, contractors, or agents, or by any other cause.

_____ **HOLD HARMLESS.** You agree to hold the County harmless against any claims, damages, liabilities, costs, suits and expenses, including attorneys' fees arising out of or relating to your receipt, purchase and/or use of the Property.

_____ **INDEMNIFICATION.** You covenant and agree to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, the County, its elected and appointed officials, employees, agents, representatives and insurers, from any and all liability, loss, damages, injuries, costs, charges, expenses, penalties, obligations, litigation, judgments, claims, and demands of any kind whatsoever, in connection with, arising out of, or in any way related to your receipt, purchase and/or use of the Property.

By signing below, I agree that the terms and conditions set forth above apply as they relate to my receipt, purchase and/or use of the Property.

Executed on _____, 20____

Sign Name: _____

Print Name: _____

Address: _____

City, State, Zip Code: _____