

DONATION AND RELEASE OF LIABILITY AGREEMENT

This Donation and Release of Liability Agreement (this “**Agreement**”) is made between and by United Chinese Americans of Washington (UCAWA), a nonprofit corporation formed and existing under the laws of the State of Washington (the “**Donor**”) and _____, a _____ formed and existing under the laws of the State of _____ (“**Donee**”; the Donor and the Donee is each a “**Party**” and are collectively the “**Parties**” to this Agreement).

RECITAL

Donee is a health care institution providing medical services and patient treatment with specialized medical and nursing staff.

Donor is a 501(c)(3) nonprofit organization formed for charitable and educational purposes.

Donee is in urgent need of medical products, equipment, and supplies (collectively “**Supplies**”) that are critical for protecting health providers and works in fighting the Coronavirus Disease 2019 (“**COVID-19**”), caused by a highly contagious and deadly novel coronavirus (the “**Virus**”).

Donor understands the importance of protecting healthcare personnel in the wake of the Virus outbreak and the recent pandemic and is committed to supporting Donee and its efforts to treat COVID-19 and preventing the spread of the Virus.

Donor desires to donate to Donee, without warranty, Supplies and Donee desires to accept such donation from Donor, under the terms and conditions as follows:

AGREEMENT

- 1. Global Purchase and Raising.** Donee understands and recognizes that Donor may purchase and raise Supplies globally, regardless the origin of the Supplies.
- 2. Receipt of Supplies.** Donee accepts and acknowledges receipt of the Supplies donated by Donor, as described in Exhibit A to this Agreement.
- 3. Inspection and Examination.** Donee understands and recognizes that Donor lacks the expertise, capability, and resources to inspect or examine any item of the Supplies or to ensure any such item meets any qualification, standard, or requirement for medical s products, equipment, or supplies. Donee recognizes and agrees that it shall be solely responsible for such inspection and examination. In the event that Donee is not satisfied with the condition of any Supplies donated by Donor, it must reject acceptance of the Food Items and notify

Donor in writing.

4. **No Warranties.** The Supplies are donated “AS IS” with all faults. Donor, including its directors, officers, employees, and agents, make no warranty whatsoever, extend no warranties of any kind, either express or implied by law, course of dealing, course of performance, usage of trade otherwise, including, but not limited to, any warranty of standard, condition, quality, or suitability, implied warranties of merchantability or fitness for a particular purpose, whether it is a medical purpose or not. Donor assumes no responsibilities whatsoever with respect to design, development, manufacture, transportation or the use of the Supplies donated hereunder.
5. **Waiver of Liability.** Donee itself and its successors and assigns hereby waives, releases, and forever discharges Donor and its respective directors, officers, employees, agents, and successors and assigns of and from any and all claims, actions, cause of actions, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity, arising out of or in connection with this Agreement, or that may hereafter accrue as a result of the use of the Supplies. The entire risk as to the condition, quality, use, and performance of the Supplies is assumed by Donee.
6. **Limitation of Liability.** In no event shall Donor or any of its directors, officers, employees or agents be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits or revenues or diminution in value, or any other economic or physical loss or damage (collectively, the “**Damages**”) arising out of, or relating to, or in connection with the acceptance or use of the Supplies, regardless of (a) whether the Damages were foreseeable, (b) whether or not Donor was advised of the possibility of the Damages, (c) whether or not Donor has advised Donee of the possibility of the Damages; (d) the legal or equitable theory upon which the claim for the Damages is based; and (e) the failure of any agreed or other remedy of its essential purpose.
7. **Indemnity.** Donee shall indemnify, defend, and hold harmless Donor and its directors, officers, employees, agents, successors and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees liability and damages, arising out of or related to any third-party claim alleging:
 - (a) breach or non-fulfillment of any provision of this Agreement by Donee or Donee’s directors, officers, affiliates, employees or agents;
 - (b) any negligent or more culpable act or omission of Donee or Donee’s directors, officers, affiliates, employees or agents (including any reckless or willful misconduct) in connection with use of the Supplies;
 - (c) any bodily injury, death of any person, or damage to real or personal property caused by the negligent or more culpable acts or omissions of Donee or Donee’s directors, officers, affiliates, employees or agents; or
 - (d) any failure of Donee or Donee’s directors, officers, affiliates, employees or agents to comply with any applicable federal, state, or local laws, regulations, or codes.
8. **Term and Termination.** The terms of this Agreement shall remain in effect indefinitely unless terminated earlier by the parties. Either party may terminate this Agreement by

in writing and signed by both Parties. This Agreement and all of its amendments, exhibits, schedules, and attachments represent the entire agreement about this subject matter and supersede any and all prior agreements, understandings, representations, warranties, and negotiations between the Parties about the subject matter of this Agreement.

15. Electronic Signature and Counterparts. This Agreement may be executed by electronic signature, which shall be considered as original signature for all purposes and shall have the same force and effect as original signature. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.

[Signature and Notary Page Follows]

Please Read Carefully before Signing: I am an authorized representative of Donee and authorized to sign this Agreement on behalf of Donee. I have read and understand the terms of this Agreement. I understand that this Agreement covers each and every item of the Supplies donated by Donor to Donee. I have consulted counsel or have had the opportunity to do so with respect to this Agreement and its legal significance and implications. I sign here freely and voluntarily.

_____, as **DONEE**.

By: _____ Title: _____

Date: _____ Signature: _____

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2020, before me personally appeared _____ to me known to be the _____ that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public for and in the State of Washington,
residing at _____

My commission expires _____

United Chinese Americans of Washington (UCAWA) , as DONOR.

By: _____

Title: _____

Date: _____

Signature: _____

EXHIBIT A

The following items will be donated to Donee: