

RELEASE/TERMS AND CONDITIONS FOR ACCEPTANCE OF  
KENTUCKY HOUSING CORPORATION SURPLUS  
DONATED OFFICE EQUIPMENT

\_\_\_\_\_, (“hereafter referred to as “Recipient”), recognize that Kentucky Housing Corporation (“KHC”) is donating its surplus used office equipment and related personal property (“equipment”), and that this transaction does not constitute a sale. Recipient agrees that Recipient will use the equipment upon the express condition that the equipment will remain in the possession of the Recipient, and that the Recipient will immediately and appropriately dispose of any equipment not functioning properly. Recipient is responsible for the correct use of the equipment according to manufacturers’ instructions and guidelines.

In consideration for accepting the equipment from KHC, Recipient hereby unconditionally RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE KHC (including its officers, directors, agents, administrators, or employees), and further agrees to release KHC from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Recipient, Recipient’s children, heirs, and next of kin, and any other person, whether caused by the active or passive negligence of KHC or otherwise, as a result of accepting the equipment from KHC.

KHC makes NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, concerning the equipment, and expressly waives any warranties of merchantability or fitness for a particular purpose.

The equipment has been previously used and exists in various states of condition, age, and lack of repair. KHC is donating this equipment in “as is” condition, and Recipient agrees to accept the equipment in that condition. Recipient is fully aware of the potential risks involved and potential hazards associated with using these items. Recipient hereby elects to voluntarily accept the equipment with the full knowledge of these risks and hazards. Recipient VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OR PERSONAL INJURY that may be sustained by the Recipient, Recipient’s children, heirs, and next of kin, and any other person, whether caused by the active or passive negligence of KHC, or otherwise.

Recipient further agrees to INDEMNIFY AND HOLD HARMLESS KHC from any loss, liability, damage or costs that may occur as a result of Recipient’s acceptance of the equipment, whether caused by the active or passive negligence of KHC or otherwise.

Having read and agreed:

\_\_\_\_\_  
**Recipient Name (Print)**

\_\_\_\_\_  
**Recipient Signature**