



No parent Ought to be Affected by Hospitalization

THE NOAH PROJECT RELEASE OF LIABILITY FORM

RECIPIENT acknowledges receipt from THE NOAH PROJECT of the items described in the attached document as of the date noted below (“Donated Items”). THE NOAH PROJECT is a not for profit entity and is providing the donated items to RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Donated Items “As-Is.”

RECIPIENT agrees to the following waiver of liability and indemnity provisions:

1. Receipt of Assets. The RECIPIENT acknowledges receipt of the following assets donated by THE NOAH PROJECT to the RECIPIENT.
2. No Warranties. THE NOAH PROJECT, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Items. Furthermore, in no event shall THE NOAH PROJECT 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 Donated Items.
3. Waiver of Liability. RECIPIENT does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Items. The entire risk as to the performance of the Donated Items is assumed by RECIPIENT. In no event shall THE NOAH PROJECT or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Items.

Name:

Delivery Date:

Hospital:

4. Indemnification. RECIPIENT agrees to indemnify and hold harmless THE NOAH PROJECT from any and all claims, liability and damages, arising from the use of the Donated Items except those arising from the sole negligence or willful misconduct of THE NOAH PROJECT.

The undersigned, who is authorized to represent the recipient has carefully read this waiver of liability and indemnification agreement and understands its contents. Recipient is aware that this is a complete release of liability of THE NOAH PROJECT by recipient.

Name of Recipient:

Signature of Authorized Representative:

Date:

Name:

Delivery Date:

Hospital: