

SEATTLE UNIVERSITY RELEASE OF LIABILITY FOR DONATED EQUIPMENT

Seattle University ("the University") is a Washington nonprofit institution of higher education. From time to time, the University donates equipment to recipients free of charge.

By signing this document, the City of Everett ("City") agrees as follows:

1. **Donated Equipment.** The University is donating to the City the following item(s):
Items listed on attached Chain of Custody and Transfer (the "Donated Equipment")
2. **Condition "As Is."** The University is not making any representations, warranties, or guarantees about the Donated Equipment, including any implied warranties of merchantability and/or fitness for any purpose. The City is accepting the Donated Equipment "as is." The City understands that the University will not provide any instructions or follow-up services, replacement parts, or repairs.
3. **Assumption of Risk.** The City understands that there are certain risks of injury that may arise from the possession, transportation, use, or misuse of the Donated Equipment, including the risk of injury, disability, or death, as well as damage to property. The City assumes full responsibility for all risks arising directly or indirectly from my possession, transportation, use, or misuse of the Donated Equipment, both known and unknown, regardless of the cause.
4. **Waiver and Release.** The City waives and releases any and all claims against the University, its officers, agents, employees, trustees, regents, and volunteers (collectively, the "University Parties") with respect to any and all injury, disability, death, loss or damage to property arising out of or relating to the possession, transportation, use or misuse of the Donated Equipment, regardless of the cause. The City agrees not to sue any of the University Parties on the basis of these waived and released claims.
5. **Indemnity.** The City will defend, indemnify and hold the University Parties harmless from and against any and all liability, loss, damages, claims, and attorney's fees that may be suffered by any University Party resulting directly or indirectly from the possession, transportation, use, or misuse of the Donated Equipment by the City or any other person.
6. **The City has read and understands the terms of this agreement. The City understands that this agreement covers each and every item of Donated Equipment that the City is receiving. The City signs it freely and voluntarily.**

CITY OF EVERETT

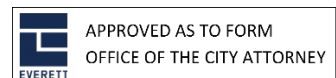


Cassie Franklin, Mayor

Attest:



Office of the City Clerk





CHAIN OF CUSTODY AND TRANSFER

Date: 10/16/2023

This is a Chain of Custody and Transfer relinquishing the following property to City of Everett by Seattle University. By signature of this document, the above named recipient agrees to assume full liability and responsibility for the use, maintenance, storage and transport of the below described property in perpetuity.

Property Description:

Wooden Bed frames, 30 each

18 Short Mattresses

30 Each Linins, Blankets, Sheets, Pillows.

Relinquished by:

Donald Kustus

Digitally signed by Donald Kustus
Date: 2023.10.16 15:00:30 -07'00'

Date: 10/16/2023

Supervisor Signature

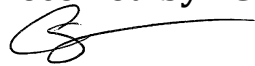
Director of Operations & Maintenance Signature

Date: _____

Associate VP for Facilities Signature

Date: _____

Received by: City of Everett

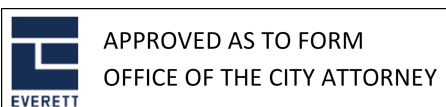


Date: 10/17/2023

Cassie Franklin, Mayor

Attest:





Facilities Services

901 12th Avenue, P.O. Box 222000, Seattle, WA 98122 (206) 296-6999 seattleu.edu














Seattle U. Donation_SD

Final Audit Report

2023-10-18

Created:	2023-10-17
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAY4qBW6TPLX23ZdLaMdMQNnNBX40-ICDA

"Seattle U. Donation_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Email viewed by Jennifer Gregerson (JGregerson@everettwa.gov)
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

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 Agreement completed.

2023-10-18 - 3:16:39 PM GMT