

**DONATION AGREEMENT AND RELEASE AND
WAIVER OF LIABILITY FOR DONATED EQUIPMENT**

Comes now, the City of Broken Arrow, on behalf of the Broken Arrow Fire Department, also referred to as “Donor” and the City of Coweta, on behalf of the Coweta Fire Department, also referred to as “Donee” enter into the agreement as follows, to wit:

WHEREAS, the City of Broken Arrow Fire Department desires to donate AS-IS, Without Warranties and With all faults the specific equipment described in Exhibit “A” to the Coweta Fire Department.

WHEREAS, the Donee, Coweta Fire Department is the recipient of the specific donated equipment listed on attached Exhibit “A” and acknowledges as follows:

1. That the City of Coweta acknowledges that no representations, warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of donated equipment have been made with respect to the donated equipment by the City of Broken Arrow or its Fire Department.
2. The City of Coweta acknowledges that it holds all responsibility for use of the donated equipment.
3. That the City of Coweta does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, and claim in tort or contract and any other claim in equity or law, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Equipment by Donee. The entire risk of performance of the Donated Equipment is assumed by the City of Coweta. In no event shall the City of Broken Arrow or its officers, agents, employees be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to the individual regardless of legal theory resulting from the use of the Donated Equipment. The above limitations on liability apply even though the City of Broken Arrow Fire Department may not have advised of the possibility of such damage.

DONEE HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND UNDERSTANDS ITS CONTENTS. DONEE IS AWARE THAT THIS “DONATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY FOR DONATED EQUIPMENT” IS A CONTRACT BETWEEN THE CITY OF BROKEN ARROW AND CITY OF COWETA.

IN WITNESS WHEREOF, both Donor and Donee have caused this instrument to be executed on its behalf by officials duly authorized to sign the same.

Dated this ____ day of _____, 2023.

City of Broken Arrow-Donor

By: _____
Mayor

Attest: _____
Broken Arrow City Clerk

Approved as to form:

Deputy City Attorney

City of Coweta-Donee

By: _____
Mayor

Attest: _____
Coweta City Clerk

Approved as to form:

Coweta City Attorney

EXHIBIT A-LIST OF EQUIPMENT DONATED

- (1) Pallet of Bunker Gear Pants (approximately 20 pants)
- (1) Pallet of Bunker Gear Coats (approximately 20 coats)