

RAYZIT RENEW

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND WAIVER AGREEMENT

This Release of Liability, Assumption of Risk, and Waiver Agreement ("Agreement") is entered into by and among RAYZIT, its officers, directors, employees, contractors, and volunteers (collectively, "RAYZIT"), and the undersigned party or parties (each a "Participant," and collectively the "Participants") in connection with RAYZIT Renew, RAYZIT's physical surplus goods redistribution program ("the Program").

This Agreement applies to all activities conducted under the Program, including but not limited to the pickup, transport, handling, sorting, storage, distribution, receipt, and use of donated or redistributed goods ("the Goods").

1. Assumption of Risk

Participant understands and acknowledges that participation in the Program, including but not limited to the pickup, transport, handling, sorting, or receipt of Goods, involves inherent risks, including but not limited to:

- Physical injury from lifting, carrying, loading, or unloading items
- Injury or property damage occurring during transport of Goods
- Risks related to the condition, defects, wear, expiration, or unsuitability of donated Goods
- Slips, trips, falls, or other accidents at pickup, sorting, or distribution locations
- Risks associated with interactions with other volunteers, recipients, or third parties involved in the Program

Participant voluntarily assumes full responsibility for any and all risks of loss, damage, or personal injury, whether foreseen or unforeseen, that may be sustained as a result of participation in the Program.

2. Release and Waiver of Liability

To the fullest extent permitted by law, Participant, on behalf of themselves and their heirs, executors, administrators, and assigns, hereby releases, waives, discharges, and covenants not to sue RAYZIT from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or any property belonging to Participant, while participating in the Program, whether caused by the negligence of RAYZIT or otherwise.

This release specifically includes, without limitation, any accidents or incidents arising from the pickup, transport, handling, sorting, storage, or distribution of Goods, and any accidents or incidents arising from the condition or use of the Goods themselves.

3. No Warranty on Goods

All Goods distributed through the Program are provided "AS IS" and "AS AVAILABLE," without any warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, safety, or condition. RAYZIT does not inspect, certify, or guarantee the safety, quality, or functionality of any Goods and is not responsible for any harm, loss, or damage resulting from a Good's condition, defect, or use after distribution.

4. No Resale of Goods

Goods received through the Program are provided solely for the personal use of the Participant or the recipient organization's intended beneficiaries. Participant agrees that Goods received through the Program may not be resold, bartered, or exchanged for compensation of any kind. Any resale of Goods received through the Program is a violation of this Agreement and may result in the Participant's removal from the Program.

5. Indemnification

Participant agrees to indemnify, defend, and hold harmless RAYZIT from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Participant's actions, omissions, or participation in the Program.

6. Fitness to Participate

Participant represents and warrants that they are physically fit and able to safely perform any lifting, carrying, sorting, or handling tasks associated with the Program, and that they are not under the influence of alcohol, drugs, or any other substance that could impair their ability to safely participate at the time of participation. Participant agrees to immediately remove themselves from any activity they do not feel physically able to safely perform.

7. No Employment or Agency Relationship

Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between Participant and RAYZIT. Volunteers and partner organizations act independently and are not authorized to bind RAYZIT to any obligation.

8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements or understandings, whether written or oral, relating to the Program.

10. Acknowledgment

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND SIGN IT VOLUNTARILY AND OF THEIR OWN FREE WILL.

Partner Organization Representative

Print Name: _____

Signature: _____

Date: _____

On behalf of RAYZIT:

RAYZIT Representative

Print Name: _____

Signature: _____

Date: _____

Note: This is a general-purpose template and has not been reviewed by an attorney. Liability waiver enforceability varies by state; RAYZIT should have this reviewed by legal counsel and localized to the state(s) where the Program operates before use.