Yale University

*Release, Waiver and Indemnity for Transfer of Title to Salvaged Property*

Yale University, a corporation specially chartered by the General Assembly of Colony and the State of Connecticut (“Grantor”) hereby assigns, transfers and releases to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”), all of Grantor’s right, title and interest in and to that certain personal property described on **Exhibit A** attached hereto and made a part hereof (collectively, “Property”).

The undersigned, who is the Grantee or a duly authorized agent of Grantee, acknowledges, agrees and accepts that:

1. Grantor has not made, and hereby expressly disclaims, any express or implied warranty or representation of any kind whatsoever with respect to the property, including but not limited to: title; merchantability of the Property or its fitness for any particular purpose; the design or condition of the Property; the quality or capacity of the Property; workmanship of the Property; compliance of the Property with the requirements of any federal, state, municipal, or foreign law, procedure, guideline, policy, specification or contract pertaining thereto; and/or any patent or latent defects related to the Property.

2. Grantee has been informed by the Grantor that the Property is in a used condition, and has not been inspected, tested or otherwise examined by Grantor for the purpose of this transfer or for use by anyone other than Grantor; and it shall be Grantee’s obligation to have the Property inspected, tested and otherwise examined prior to use of said Property by Grantee and/or any of its officers, employees, agents, guests, contractors, transferees and/or assignees, in law and in fact, and/or any other person or entity using the Property after the same is in the possession of Grantee.

3. Grantor neither assumes nor authorizes any person or entity to assume for Grantor any liability in connection with the transfer of the Property; and Grantor shall not be responsible or held liable for any injury or damage resulting from the use, misuse, or failure of any of the Property.

4. Grantee hereby accepts the Property in “AS IS, WHERE IS” condition and WITH ALL FAULTS and, in the event that Grantee disposes of the Property in the future, is responsible for the safe disposal of the Property in compliance with any applicable federal, state, municipal, or foreign law and assumes all liability associated with any such future disposal.

5. In consideration of Grantor’s transferring ownership of the Property to Grantee and for other good and valuable consideration, receipt of which is hereby acknowledged, the Grantee, by signature of the undersigned, hereby:

a. releases and forever discharges Grantor, and its faculty, employees, staff, representatives, trustees and other agents, from any and all liability, indemnification, contribution and/or responsibility for any claim or cause of action on account of any personal injury, accident, damage to person or property, expense, or other loss caused, suffered, or incurred by the Grantee and/or any of its officers, employees, agents, guests, transferees, contractors and/or assignees, in law and in fact, and/or any other person or entity using any of the Property after the same is in the possession of Grantee, and/or arising out of or in any way associated with, directly or indirectly, the use (including misuse, or failure of any of the Property), possession and/or ownership of the Property by the Grantee and/or any of its officers, employees, agents, guests, transferees, contractors and/or assignees, in law and in fact, and/or any other person or entity using any of the Property after the same is in the possession of Grantee; and

b. indemnifies Grantor, and its faculty, employees, staff, representatives, trustees and other agents, and holds each of them harmless, from and against any and all liability, responsibility, damages, indemnification, contribution, costs and expenses (including reasonable attorney fees) incurred by Grantor and/or any of its faculty, employees, staff, representatives, trustees and/or other agents in connection with or resulting from any claim or cause of action on account of any personal injury, accident, damage to person or property, expense, or other loss caused, suffered, or incurred by any person or entity arising out of or in any way associated with, directly or indirectly, the use (including misuse, or failure of any of the Property), possession and/or ownership of the Property by the Grantee and/or any of its officers, employees, agents, guests, transferees, contractors and/or assignees, in law and in fact, and/or any other person or entity using any of the Property after the same are in the possession of Grantee.

This Release, Waiver and Indemnity has been executed on behalf of the Grantee, and its legal representatives, successors, assigns and heirs, if applicable, in the State of Connecticut with full knowledge of possible risks involved and shall be interpreted according to the laws of the State of Connecticut. The Grantee further expressly agrees that the foregoing releases, waivers and indemnities are intended to be as broad and inclusive as is permitted by the law of the State of Connecticut, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**IN WITNESS THEREOF**, Grantor and Grantee have caused this instrument to be executed and delivered as of the day of , 20\_\_

|  |  |
| --- | --- |
| Grantor: Yale University  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Grantee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

List all Items Transferred on Exhibit A.

**Exhibit A**

Describe Item(s) Quantity/Weight

Include hazardous materials if known

1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_