

Release, Waiver and Indemnity For Transfer of Title

Send completed form to Brown University Controller's Office Box J

Release executed on this _____ day of _____, 20__ by or on behalf of _____ (hereinafter referred to as "Grantee") for the benefit of Brown University (hereinafter referred to as "Grantor").

Grantor is the owner of each item set forth below and to which title is being transferred to Grantee. Each item either has been salvaged from a building Grantor has renovated or demolished or otherwise has reached the end of its useful life to Grantor.

Items/s to be transferred: _____

The undersigned, who is the Grantee or a duly authorized agent of Grantee, agrees and accepts that Grantor is hereby transferring ownership of the item/s "as is" making no representations that the item/s are currently in compliance with any federal, state, municipal or local laws, procedures, guidelines or policies and expressly disclaiming all warranties, either express or implied, with respect to the aforementioned item/s, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Grantee acknowledges that the Grantor has been informed by the Grantor that the item/s is/are used, and have not been inspected, tested or otherwise examined by Grantor for the purpose of this transfer or for use by anyone other than Grantor and that it shall be Grantee's obligation to have the item/s inspected, tested or otherwise examined prior to use of said item/s by Grantee, its officers, employees, agents, guests, transferees, and assignees, in law and in fact, or any other person using the item/s after the same are in the possession of Grantee. Grantee further acknowledges that the Grantor neither assumes nor authorizes any person to assume for Grantor any liability in connection with the transfer of the aforementioned items and agrees that Grantor shall not be responsible or held liable for any injury or damage resulting from the use, misuse, or failure of any one or more of the items.

In consideration of Grantor's transferring ownership of the item/s to Grantee and for other good and valuable consideration, receipt of which is hereby acknowledged, the Grantee, by signature of the undersigned, hereby releases, holds harmless, forever discharges and agrees to indemnify Grantor, including its Corporation, Trustees, faculty, employees, staff, and other agents of and against any and all liability and 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, its officers, employees, agents, guests, transferees, and assignees, in law and in fact, or any other person using the item/s after the same are in the possession of Grantee arising out of or in any way associated, directly or indirectly, with the use (including misuse, or failure of the item/s), possession and ownership of the salvaged item/s by the Grantee, its officers, employees, agents, guests, transferees, and assignees, in law and in fact, or any other person using the item/s after the same are in the possession of Grantee and, from contribution or indemnification in respect to any claim made against Grantee by any person or entity in connection with the use of the aforementioned items.

This release and waiver has been executed on behalf of the Grantee, its legal representatives and assigns and heirs, if applicable, in the State of Rhode Island with full knowledge of possible risks involved and shall be interpreted according to the laws of the State of Rhode Island. The Grantee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Rhode Island, 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.

Grantor: Brown University
Controller's Office
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Grantee: _____
(Company or Organization name)
Signature: _____
Printed Name: _____
Title: _____
Witness: _____ Date _____

Departmental Mgr/Chair _____

Signature (Mgr/Chair)

Printed Name: _____ Date: _____

OGC:02/181
REV: 8/12/04
Salvaged Items