

Indemnification Agreement – Covering all Equipment and Supplies Donated to mitigate the effects of the Hurricane Helene Disaster.

Name _____ PH# _____

Address _____

It is our goal to help the communities affected by Hurricane Helene with donated goods, including heating equipment. Any type of heating equipment inherently comes with a level of risk and needs to be treated accordingly. In everyone's best interest, including donors of equipment and funds, organizations, volunteers, churches and the recipients of the donated equipment, we need to ensure that you are aware of the risks involved and willing to accept responsibility for the donated items and any damages that may occur related to the delivery, setup, use of or removal of said equipment. We care about the people we serve and strive to provide them with the best possible service. Our hope is that this document will never need to be used and that we can continue serving in this way for years to come. We thank you for your understanding.

Definitions:

DONORS: For purposes of this agreement, the following organizations are collectively designated and here-in-after referred to as "**DONORS**:" Plain Compassion Crisis Response (PCCR), Samaritan's Purse, The Grove Church (Spruce Pine), Bridge Church of WNC (Spruce Pine), the Ark of WNC (church in Spruce Pine), and any employees or volunteers associated with any of these organizations or involved in the delivery of donated equipment and supplies to the **DONEES**. Further, **DONORS** shall include any other organization or individual who donates or delivers said equipment to the **DONEES**.

DONEES: For purposes of this agreement, the following individuals are collectively designated and here-in-after referred to as "**DONEES**:" The person or persons directly receiving this equipment or supplies from any of the Donors, all other members of their household, and any other person that comes into contact with the donated equipment or supplies.

DONATED GOODS: Any heating or power-generating equipment, supplies, or fuels provided to the **DONEES** by the **DONORS** (hereafter referred to as **DONATED GOODS**).

In consideration for the **DONATED GOODS** received, **DONEES** hereby INDEMNIFY AND HOLD HARMLESS the **DONORS** as follows:

DONEES hereby agree that they fully understand and acknowledge that use of the **DONATED GOODS** have: (a) inherent risk, dangers, and hazards; and (b) that their transport, storage, use or possession of the **DONATED GOODS** may result in injury or illness including, but not limited to, bodily injury, disease, death or other ailments that could cause serious disability. Further, **DONEES** hereby assume all risks and dangers and all responsibility for any losses and or damages whether caused in whole or in part by the negligence or other conduct of the **DONORS** or by any other person.

DONEES hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **DONORS** from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, costs or expenses, or any other direct or indirect claim of liability which may arise out of **DONEES** transport, storage, use or possession of the **DONATED GOODS**.

Agreed to this _____ day of _____, 2024

BY: _____
(DONEE)

BY: _____
(DONEE)

Description of Donated Goods:

