

Release of Liability Waiver

Read carefully – this affects your legal rights

In exchange for the loan of the equipment listed in Attachment 1 (Covered Equipment) owned by the California Air Resources Board (CARB), [agency name: _____] (Partner Agency) agrees that:

- 1. Agreement to Follow Manufacturer Directions.** All individuals Partner Agency allows to use or access the Covered Equipment will observe and obey all manufacturer instructions, directions, and warnings for the relevant Covered Equipment.
- 2. Assumption of the Risks and Release.** Partner Agency recognizes that there are certain inherent risks associated with the use of the Covered Equipment and assumes full responsibility for any injury or damages that may occur from use or transport of the Covered Equipment while the Covered Equipment is in Partner Agency’s constructive or actual possession. Partner Agency agrees to release and discharge any claims against CARB arising from use or transport of the Covered Equipment. Partner Agency further recognizes that the Covered Equipment is provided as is¹ and that CARB makes no express or implied warranty about the quality, safety, or state of repair of the products, or fitness for any particular purpose.

I have authority to bind Partner Agency to this agreement and have read this document and understand it. I further understand that by signing this release, Partner Agency may be voluntarily surrendering certain legal rights.

Signature:	Date:
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¹ California Uniform Commercial Code, §10214, subd. (b), allows for the inclusion of wording such as “as is” to exclude any implied warranties.

