

Program Guidance 240.21 COVID-19 Crisis
Emergency Funding for Early Learning/Child Care Providers
Appendix B, Attachment 7



Release, Waiver and Indemnity for Transfer of Title to Personal Property

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

Coalition is the owner of each item set forth below and to which title is being transferred to Provider. Each item either has been purchased for the specific use to implement the VPK coordinated screening and progress monitoring program and/or to address learning loss because of the COVID-19 pandemic and promote achievement gains in early learning and education programs.

Items/s to be transferred: _____

The undersigned, who is the Provider or a duly authorized agent of Provider, agrees and accepts that Coalition is hereby transferring ownership of the item/s "as is" making no representations 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.

Provider acknowledges the Provider has been informed by the Coalition the item/s has/have not been inspected, tested or otherwise examined by Coalition for the purpose of this transfer. Provider further acknowledges the Coalition neither assumes nor authorizes any person to assume for Coalition any liability in connection with the transfer of the aforementioned items and agrees that Coalition 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 Coalition's transferring ownership of the item/s to Provider and for other good and valuable consideration, receipt of which is hereby acknowledged, the Provider, by signature of the undersigned, hereby releases, holds harmless, forever discharges and agrees to indemnify Coalition, including its 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 Provider, 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 Provider 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 item/s by the Provider, 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 Provider and, from contribution or indemnification in respect to any claim made against Provider 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 Provider, its legal representatives and assigns and heirs, if applicable, in the State of Florida with full knowledge of possible risks involved and shall be interpreted according to the laws of the State of Florida. The Provider further expressly agrees 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 Florida, and if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Coalition: _____

Provider: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____