

EXHIBIT B

DONATION, WAIVER OF LIABILITY, AND INDEMNIFICATION FOR RECEIPT OF DONATED ASSETS

Please fill out the following information

Organization Name (RECIPIENT):	Alamance Community College
Organization Address:	1247 Jimmie Kerr Rd. Graham, NC 27253
Organization Contact Name:	Matthew Banko
Organization Contact Phone:	336-506-4414

RECIPIENT acknowledges receipt from the Town of Hillsborough of the items described in the attached document (“Donated Assets”) as of the date noted below. The Town of Hillsborough is an incorporated municipality in the state of North Carolina and is providing the donated assets to not-for-profit/governmental unit RECIPIENT in such capacity and at no charge and pursuant to authority granted the town under NCGS § 160A-280. RECIPIENT voluntarily accepts the donated assets “As-Is.”

In consideration for accepting the donated assets, RECIPIENT agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Assets.** The RECIPIENT acknowledges receipt of the following assets donated by the town to the RECIPIENT. (Attachment A – Donated assets)

2. **No Warranties.** The town, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the donated assets. Furthermore, in no event shall the town be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from the town's premises.

3. **Waiver of Liability.** RECIPIENT does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the donated assets. The entire risk as to the performance of the donated assets is assumed by Alamance Community College. In no event shall the town or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the donated assets. The above limitations on liability apply even though the town may have been advised of the possibility of such damage.

4. **Indemnification.** RECIPIENT agrees to indemnify and hold harmless the town from any and all claims, liability and damages, arising from the use of the donated assets except those arising from the sole negligence or willful misconduct of the town.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF THE TOWN BY RECIPIENT.

Signature of Authorized Representative: _____ Date: _____