

**SAMPLE ACKNOWLEDGMENT OF RISKS, RELEASE AND WAIVER, AND HOLD  
HARMLESS AGREEMENT PERTAINING TO THE PURCHASE OF SURPLUS  
EQUIPMENT FROM THE CITY OF \_\_\_\_\_**

I, the undersigned, do hereby acknowledge that I have agreed to purchase from the City of \_\_\_\_\_ a certain piece of surplus equipment described as \_\_\_\_\_,  
Serial No. \_\_\_\_\_ and/or VIN number \_\_\_\_\_  
for the sum of \_\_\_\_\_ Dollars. I hereby acknowledge that the City of \_\_\_\_\_ does not guarantee the condition of this above-described equipment in any fashion and that no warranty of any kind has been or is being made by the City of \_\_\_\_\_ as regards this equipment. The equipment is used and the City does not certify that it has not been modified or altered from its original design. The City does not certify or warrant that this equipment is safe or fit for any particular use and I rely wholly upon my own observations and inspection of the equipment in determining what use I might make of the equipment in the future and as to its safe or unsafe condition. I recognize and acknowledge that the above-described equipment is being sold by the City in an "as is condition", without warranty as to its fitness or safety and that any verbal representations to the contrary are repudiated hereby in this document.

Furthermore, in consideration of the City's agreement to sell me this equipment at the price stated above, I, on behalf of myself, my heirs, assigns and personal representatives, waive and release any and all rights and causes of action for damages or injury which I may have or which may accrue to me hereafter, whether now known or unknown, against the City of \_\_\_\_\_, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to me or my property arising out of or in connection with the use and/or ownership of the equipment purchased herein. I further agree to hold harmless, defend and indemnify the City of \_\_\_\_\_, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities arising out of my use or ownership of the equipment being purchased herein.

I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness on behalf of the City of \_\_\_\_\_