**WAIVER AND** **RELEASE OF LIABILITY**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name) (“Recipient of Automobile”), understand that the automobile (the “Automobile”) I am receiving from the Bridges Out of Poverty Car Donation Program (the “Donation Program”) administered by the Muskogee Non-Profit Resource Center d/b/a Neighbors Building Neighborhoods (“MNPRC”) is an automobile donated by a third party (the “Donor”), and that MNPRC and the Donation Program, nor any of their respective officers, employees or agents have any knowledge or awareness of the Automobile’s condition whatsoever.

**I further understand, acknowledge and agree that MNPRC, the Donation Program, nor any of their respective officers, employees, or agents have made any implied or express warranties, promises or representations of any kind regarding the condition, merchantability, or operability of the Automobile. therefore, I accept the Automobile in “as is” condition.**

I hereby release the Donor, the Donation Program, MNPRC, and all of their respective officers, employees and agents from any and all claims, liabilities, actions, causes of action, demands, rights, damages, costs, expenses, and compensation whatsoever, from any injury, harm, or property damage suffered by me or others stemming from use of the Automobile, including any inherent defects in the Automobile.

I agree to procure and maintain automobile insurance on the Automobile in accordance with the Compulsory Insurance law of the State of Oklahoma.

**I understand, agree and otherwise acknowledge that this Release shall be a FULL AND COMPLETE RELEASE of the Donor, the Donation Program, MNPRC, and all of their respective officers, employees and agents of any liability for past, present, and future actions or failure to act. This release shall not be subject to any claim of mistake of fact.**

I further declare and represent that the terms of this Release are contractual, legally binding, and not a mere recital. I further acknowledge and agree that in consideration of my execution of this FULL AND COMPLETE waiver and release, I am being provided an Automobile and that I solely bear any and all responsibility for the maintenance and upkeep of the Automobile and for comply with any other terms of this Waiver and Release of Liability.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT AND HAVE HAD AN OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY OF MY CHOOSING.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient of Automobile (Sign)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient of Automobile (Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Witness