In consideration for the sale of the following vehicle to me by [Name School District] (District), I enter into this agreement ("Agreement") with the District. **I do hereby voluntarily**:

1. Agree to assume all risks and responsibilities associated with the use of this vehicle realizing that the sale of the vehicle and any repair work on the vehicle to prepare it for sale has been completed by the students of [Name High School], who are not professional automobile mechanics.

2. **Agree to hold harmless, waive, release, indemnify, defend, and discharge the District from all liability for any loss, and claims, including claims for any negligent actions of the District or its employees or agents**, to the fullest extent allowed by law, for myself, my estate, my heirs, my administrators, my executors, my assignees, and my successors. I also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from liability for any loss regardless of cause, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to me or my property, or losses of any kind which may result from or in connection with the repairs done on or sale of the vehicle, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the District.**

**DISCLAIMER** **OF WARRANTIES**: Any vehicle sold under this Agreement and any materials used are provided to you “**AS IS**” without any express or implied warranties of any kind, including but not limited to any **implied warranty of merchantability** or **fitness for a particular purpose**. The District makes no representations or warranties of any kind with respect to the vehicle or any materials used on the vehicle. If the vehicle or parts prove to be defective, I assume the entire cost of all necessary servicing or repair.

**SEVERABILITY**: If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable, then the remainder shall not be affected thereby and shall remain valid and fully enforceable.

I have read this Agreement, and I understand it fully. I understand that it is legally binding, and I understand that I am agreeing to indemnify the District, including its agents, for injuries, damages, or losses I may suffer due to the District’s negligence.

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Owner (print name) Owner Signature Date

Description of Vehicle:

Vehicle ID No.:

Description of Repairs to the Vehicle:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Sale:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_