



HALIFAX  
COUNTY  
PUBLIC SCHOOLS

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## WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT FOR REMOVAL OF SURPLUS SCHOOL PROPERTY

This Waiver, Release, and Hold Harmless Agreement ("Agreement") is signed and delivered by the undersigned individual, business, or organization ("Participant") as a prerequisite to and in consideration for removal of surplus property, furniture, equipment, materials, or goods ("Property Removal") from the Halifax County School Board, operating as Halifax County Public Schools, a political subdivision of the Commonwealth of Virginia (the "School Division"), for the benefit of the School Division, its School Board members, officers, departments, employees, contractors, and agents (collectively, the "Released Parties").

Participant, on behalf of themselves, their heirs, successors, representatives, and assigns, hereby forever waives, releases, acquits, and holds harmless the Released Parties from and against any and all claims of whatsoever nature or kind, including without limitation all causes of action, liability, claims, costs, expenses, charges, damages, judgments, reasonable attorney's fees, and court costs (collectively, "Claims"), which Participant has or may have in the future against the Released Parties arising out of or related to Participant's participation in Property Removal, except to the extent such Claims are the direct and proximate result of the School Division's sole negligence or willful misconduct.

Participant acknowledges and agrees that all Property is provided strictly "**AS IS, WHERE IS,**" without warranty of any kind, express or implied, including but not limited to warranties of condition, merchantability, or fitness for a particular purpose. Participant accepts full responsibility for inspection, removal, transport,

use, or disposal of the Property. Participant further acknowledges the attendant risks of participating in Property Removal and hereby assumes all such risks.

Participant, on behalf of themselves, their heirs, successors, representatives, and assigns, further agrees to indemnify, defend, and hold the Released Parties harmless from and against any and all Claims (as defined above) brought by or on behalf of any third party against the Released Parties arising out of or related to any act, omission, neglect, or misconduct of the Participant in connection with Property Removal.

**Name of Individual/Business/Organization (Participant):**

**Printed Name** \_\_\_\_\_  
**Authorized Signature** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone/Email** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Witness**  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_