

## EXHIBIT B

### Schaumburg Park District Disclaimer and Hold Harmless Agreement

SCHAUMBURG PARK DISTRICT (the "Seller") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the used personal property described on Exhibit One, attached hereto and incorporated herein, being conveyed to Buyer (the "Personal Property"). The Schaumburg Park District neither assumes nor authorizes any person to assume for it any liability in connection with the sale and/or conveyance of the Personal Property.

\_\_\_\_\_ the ("Buyer") agrees to purchase the Personal Property in "AS IS" and "WHERE IS" condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Personal Property meets or complies with any applicable safety standards (examples: FMVSS, ASTM, ANSI, OSHA) and/or any federal, state and/or local regulations, codes and/or laws. Buyer is solely responsible for determining that the Personal Property is appropriate for any and all particular uses.

Buyer agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits against Schaumburg Park District and agrees not to make any claim or demand for such damages and/or lost profits against the Schaumburg Park District relative to the Personal Property.

To the fullest extent permitted by law, Buyer shall hold harmless and indemnify the Schaumburg Park District and its officials, officers, agents, volunteers, and employees, from any and all claims, liabilities, actions, and/or causes of action, including reasonable attorney's fees and court costs, resulting from injuries, death, damage to property, losses and/or claims arising out of, connected with, or in any other way associated with the sale, purchase, and/or use of the Personal Property.

Seller:

Buyer:

Schaumburg Park District

\_\_\_\_\_

By: \_\_\_\_\_  
Tony LaFrenere,  
Executive Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025.

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