

HOLD HARMLESS AGREEMENT
Wal-Mart Stores East, LP
Donation Acknowledgment and Release

On this ____ day of _____, 20____, Wal-Mart Stores East, LP ("Wal-Mart") has donated to _____ ("Organization"), located at _____ the product listed on the attached Product Donation Form.

In consideration of Wal-Mart's donation of such product, Organization agrees to the following:

1. Organization hereby agrees and fully understands that it is receiving product from Wal-Mart as a donation to be used for its intended purpose, not disposed of, recycled or used for any other purpose and that such product is accepted by Organization in "As Is" condition.
2. Organization agrees that product will not be returned to any Wal-Mart store or SAM'S CLUB for an exchange or refund and that it will use its best efforts to prevent this from happening.
3. Organization agrees that if product cannot be used by it for its intended purpose, it will return the product to the Wal-Mart facility from which it was received.
4. Organization agrees to defend, indemnify and hold harmless Wal-Mart and its parent company, Wal-Mart Stores, Inc., and each company's officers, directors, employees or agents, from any and all claims, demands, damages, lawsuits, causes of action, fines, penalties (including attorneys' fees and costs) and any other liabilities whatsoever arising out of Organization's possession or use of the product, or the negligent acts or omissions of Organization.
5. Organization releases, relinquishes and discharges Wal-Mart and its parent company, Wal-Mart Stores, Inc., and each company's officers, directors, employees or agents from any and all claims, demands, causes of action, liabilities whatsoever and from any liability for damages and other expense related to injury to person or property (including any animal) resulting from or arising out of any defective condition in the product or from its possession, transportation, use or disposal by Organization. This release shall be binding upon and inure to the benefit of the parties, their successors and assigns.
6. Organization agrees that Wal-Mart has the right, but not the obligation, to (1) conduct either scheduled or unannounced inspections of its operations, or to also (2) audit its financial and other records relating to the product.

By signing below, the undersigned acknowledges that he/she has read and understands and agrees to be legally bound by this Agreement, and has been properly authorized and empowered to sign this Agreement on behalf of the Organization.

Signed: _____

Print Name: _____

Organization: _____

Tax ID #: _____

Title: _____

Date: _____