Distribution Form



Date		Elijah's Closet Representative				
Primary Guardian Name		Primary Guardian Phone (If foster)				
Referrer Name	Referrer Organization	Referrer Phone				
County Ci	ity & Zip code	Email				
<u>Choose One:</u> Foster FamilyBiolog	gical Family	If Biological Family: Choose One:PreventionReunificationKinship Placeme				

CO	MPLETE	Child #1	Child #2	Child #3	Child #4	Child #5		Yes/Yes-EC or No & Reason
oful	Name							
	Age							
	Sex							
	Race							
Items Requested	Clothing Size Top/Bottom						Items Distributed	
	Shoe Size							
	Twin Bed							
	Twin Frame							
	Crib							
	Mattress						보	
	Bedding							
	Diapers							
	Car Seat							
	Furniture							
	Other							
	Additional Child							

^{** &}quot;Yes- EC" Indicates if items Distributed were purchased with EC Funds (Items should have an EC sticker on them) **

The information requested provides Elijah's Closet with numerical data to present when applying for potential grant funding. Grants provide a way for the organization to increase and maintain inventory of needed items so we can continue assisting families in need.

Please be sure ALL required information is completed and accurate.





Donation, Waiver of Liability, and Indemnification for Receipt of Donated Assets

RECIPIENT acknowledges receipt from Elijah's Closet of the items described in this document ("Distribution Form") as of the date noted below. Elijah's Closet is a non-profit organization and is providing the Donated Assets to not-for-profit RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Donated Assets "As-Is."

In consideration for accepting the Donated Assets, RECIPIENT agrees to the following waiver of liability and indemnity provisions:

- 1. Receipt of Assets. The RECIPIENT acknowledges receipt of the assets donated by Elijah's Closet to the RECIPIENT.
- 2. No Warranties. Elijah's Closet, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Assets. Furthermore, in no event shall Elijah's Closet be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from Elijah's Closet premises.
- 3. Waiver of Liability. RECIPIENT does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Assets. The entire risk as to the performance of the Donated Assets is assumed by RECIPIENT. In no event shall Elijah's Closet or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Assets. The above limitations on liability apply even though Elijah's Closet may have been advised of the possibility of such damage.
- 4. Indemnification. RECIPIENT agrees to indemnify and hold harmless Elijah's Closet from any and all claims, liability and damages, arising from the use of the Donated Assets except those arising from the sole negligence or willful misconduct of Elijah's Closet.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT, HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF ELIJAH'S CLOSET BY RECIPIENT.

Signature of Authorized Representative:	Date:
Signature of Elijah's Closet Representative:	Date:
Notes:	