



DISCLAIMER, RELEASE AND INDEMNIFICATION AGREEMENT

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WHEREAS, [Baylor Health Care System], a Texas [non-profit corporation] (“Seller”) has agreed to sell the equipment (“Purchased Assets”) identified on the attached invoice, the terms and conditions of such invoice are incorporated herein by reference, on the terms and conditions set forth herein;

WHEREAS, the party identified on the signature page hereto as the Purchaser has offered to purchase such Purchased Assets on the terms and conditions herein set forth;

NOW THEREFORE, for and in consideration of the payment of the purchase price set forth on the attached invoice, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby transfers, sells, assigns, conveys, sets over and delivers to Purchaser, all of Seller’s right, title, and interest, legal and equitable, in the Purchased Assets.

It is expressly understood and agreed by the parties hereto that the Purchased Assets are being sold by Seller to Purchaser in “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. BY EXECUTION OF THIS DISCLAIMER, RELEASE, AND INDEMNIFICATION AGREEMENT (“AGREEMENT”), PURCHASER AFFIRMS THAT IT HAS NOT RELIED ON SELLER’S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE ASSETS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, AND THAT THE PURCHASED ASSETS ARE BEING SOLD TO PURCHASER WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. IN ADDITION, IN NO EVENT WILL SELLER BE RESPONSIBLE, AND PURCHASER RELEASES SELLER FROM THE SAME, TO PURCHASER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFIT, INJURY TO PERSONS, DAMAGE TO PROPERTY OR BUSINESS INTERRUPTION DAMAGES, ARISING FROM ANY DEFECT OR FAILURE TO PERFORM OF ANY PURCHASED ASSET OR OTHER ITEM SOLD HEREUNDER. Purchaser and Seller agree that Seller shall not be responsible or liable in any way, for the condition, performance or operation of the Purchased Assets. Purchaser and Seller further agree and acknowledge that the Purchased Assets are being sold to Purchaser at a reduced price due to their “as is, where is” status.

Purchaser is responsible for arranging for the delivery of the Purchased Assets and will INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS’ FEES ARISING OUT OF OR RELATED TO SUCH DELIVERY. Purchaser agrees to bear the risk of loss (i.e., shall be responsible for insuring the Purchased Assets) of the Purchased Assets from the moment delivery to Purchaser is initiated.

PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD SELLER, ITS AGENTS, REPRESENTATIVES, TRUSTEES, CONSULTANTS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (“SELLER INDEMNIFIED PARTIES”) HARMLESS FROM

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AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, CAUSES OF ACTION, SUITS AND LIABILITIES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES THAT MAY BE INCURRED BY OR BROUGHT AGAINST ANY SELLER INDEMNIFIED PARTY IN CONNECTION WITH THE PURCHASE, DELIVERY OR ANY USE OF THE PURCHASED ASSETS, BY PURCHASER OR ANY OTHER PARTY, FOLLOWING THE SALE OF THE PURCHASED ASSETS. Purchaser further acknowledges and waives all rights of subrogation arising from this sale of the Purchased Assets.

All questions concerning the validity, operation, interpretation, and construction of this Agreement shall be governed by and shall be determined in accordance with the laws of the State of Texas, without regard to its conflicts of laws. The parties to this Agreement expressly agree that venue of all disputes, claims, or lawsuits arising hereunder shall lie exclusively in Dallas County, Texas. Purchaser accepts and acknowledges that any legal proceedings arising from or in connection with the Purchased Assets must be commenced within two (2) years from the date of the last signature below.

By signing below, the Purchaser represents and warrants that Purchaser is authorized to purchase and use the Purchased Assets being sold, and that the Purchaser is in compliance with all applicable laws, including, but not limited to, those requiring a license, training, or registration prior to purchasing such Purchased Asset.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year written above.

Purchaser: _____	Seller: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____