

WAIVER AND RELEASE OF LIABILITY

Fishing Vessel "TRES SUERTES"

I, _____, understand and acknowledge that I am purchasing a Fishing Vessel "TRES SUERTES" at a sealed bid, outcry auction, from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the Fishing Vessel "TRES SUERTES" may not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the Fishing Vessel "TRES SUERTES" in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the Fishing Vessel "TRES SUERTES". I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the Fishing Vessel "TRES SUERTES". I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the Fishing Vessel "TRES SUERTES".

Dated: _____

Printed Name and Signature

WAIVER AND RELEASE OF LIABILITY

VANS / BUILDING SUPPLIES

I, _____, understand and acknowledge that I am purchasing VANS / BUILDING SUPPLIES at a sealed bid/outcry auction, from the City and Borough of Wrangell, with no warranty, no guarantee, and in **AS IS CONDITION**. I understand and acknowledge that the VANS / BUILDING SUPPLIES may not have the necessary safeguards to meet today's safety standards. I understand and acknowledge that the Borough has not inspected the VANS / BUILDING SUPPLIES in any way and that no employee, officer, or representative of the Borough has made any representations or statements about the condition or quality of the VANS / BUILDING SUPPLIES. I voluntarily and knowingly release the Borough from any and all liability and damages of any kind and any nature in the event of any accident or injury, including death, and including as to property damage, resulting from or caused in any way by the VANS / BUILDING SUPPLIES. I further agree to defend and indemnify the Borough in any action of any kind and any nature brought by any third person against the Borough alleging any injury or damages, including death, allegedly caused in whole or in part by any failure or other defect related to the acquisition of the VANS / BUILDING SUPPLIES.

Dated: _____

Printed Name and Signature