

FLOURISH FURNISHING, INC.

Delivery Acknowledgement, Waiver of Liability, and Release

This Delivery Acknowledgement, Waiver of Liability, and Release (“Acknowledgment, Waiver and Release”) executed by Client as of the signature dated below is for the benefit of FLOURISH FURNISHINGS, INC., a nonprofit corporation organized and existing under the laws of the State of Missouri and its board of directors, officers, employees, volunteer, and agents (collectively, “Flourish”).

Flourish has provided Client donated items through a referral by a partner agency (“Agency”). Client seeks to engage Flourish to deliver donated items to their current place of residence. In consideration for the delivery service Client agrees to sign this Acknowledgement, Waiver and Release before any delivery services will be rendered by Flourish.

Client hereby freely and voluntarily, without duress, has had the ability to review this Acknowledgment, Waiver and Release with their chosen representatives and their Agency Representative. By signing this Acknowledgement, Waiver and Release Client acknowledges that they have read, understand, and agree to the following terms and conditions related to the delivery of donated items to Client’s current place of residence.

ACKNOWLEDGMENT

Client acknowledges that packing, loading, transporting, and unloading the donated items creates certain risks to the donated property, themselves, and anyone present at locations being serviced. Donated items may be broken, dropped, scraped, torn, scratched, lost, or otherwise damaged during the delivery process.

Client acknowledges Flourish’s driver will not bring any donated property into Client’s residence. Client acknowledges that delivery of the donated items will be made to the curbside, nearest outside door, or closest access point reachable via large truck at Client’s current residence. If Client’s location is not accessible by large truck, Client must inform Flourish before Flourish transports donated items. If that is the case you may need to meet the driver at the end of your road, in a nearby parking lot, or pick it up from the freight terminal.

WAIVER AND RELEASE

Client and Client’s heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS FLOURISH, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys’ fees) for damages to the donated items or person resulting from any negligence on the part of Flourish, its directors, officers, agents, employees and volunteers during the delivery or as a result of the delivery of the donated items.

Client releases and forever discharges and holds harmless Flourish and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the delivery of donated items to Client’s current place of residence. Client understands and acknowledges that this Acknowledgment, Waiver and Release discharges Flourish from any liability or claim that Client or any of Client’s heirs, successors, executors, and subrogates may have against Flourish with respect of bodily injury, personal injury, illness, death, or property damage that may result from the delivery of donated items to Client’s current place of residence. Client also understands that Flourish does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death, or property damage.

Client expressly agrees that this Acknowledgement, Waiver, and Release is intended to be as broad and inclusive as permitted by the laws of the State of Missouri, and that this Acknowledgement, Waiver, and Release shall be governed by and interpreted in accordance with the laws of the State of Missouri. Client agrees that if any clause or provision of this Acknowledgement, Waiver, and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall no otherwise affect the remaining provisions of this Acknowledgement, Waiver, and Release which shall continue to be enforceable.

I have carefully read this Acknowledgement, Waiver, and Release and fully understand and agree to its contents. I am aware that this is an acknowledgment of services to be rendered and a waiver and release of liability, and I signed it of my own free will.

Please fill in ALL questions below and return to Amy@FlourishFurnitureBank.org to complete the delivery scheduling process.

Guest Name	
Appointment Date	
Appointment Time	
Delivery Address	
City/Zip	
Phone number on day of delivery	

Signed: _____ Date: _____ *Signature of Guest*

Signed: _____ Date: _____
Signature of Case Manager

use only:

Approved by Executive Director _____ *Scheduled* _____

