

2075-66
RESOLUTION

**A RESOLUTION APPROVING THE DONATION
AGREEMENT AND RELEASE AND WAIVER OF
LIABILITY AND INDEMNIFICATION
AGREEMENT FOR RECEIPT OF DONATED
EQUIPMENT**

WHEREAS the **City of Osceola Department**
(hereinafter, "the
OSCEOLA FIRE DEPARTMENT") desires to donate
AS-IS WITHOUT WARRANTY AND WITH ALL
FAULTS the specific equipment described in exhibit A to
Armored Fire Department

WHEREAS the recipient **Armored Fire Department** of
the specific donated equipment listed below acknowledges
that proper use of the equipment may require maintenance
and extensive training.

WHEREAS the RECIPIENT acknowledges that the
ARMORED FIRE DEPARTMENT remains
responsible for obtaining any necessary maintenance and
training to use the donated equipment.

WHEREAS the RECIPIENT acknowledges that the
ARMORED FIRE DEPARTMENT holds all
responsibility for proper operation of the donated
equipment.

NOW, THEREFORE, the **ARMOREL FIRE DEPARTMENT** agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Equipment.** The **ARMOREL FIRE DEPARTMENT** acknowledges receipt of the following equipment donated by the **OSCEOLA FIRE DEPARTMENT** to the **ARMOREL FIRE DEPARTMENT**, (1991 PIRSCH CUSTOM PUMPER AND SUPPLIED EQUIPMENT)
2. **No Warranties.** The **OSCEOLA FIRE DEPARTMENT**, 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 Equipment.
3. **Waiver of Liability.** The **OSCEOLA FIRE DEPARTMENT** 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 Equipment. The entire risk as to the performance of the Donated Equipment is assumed by the **ARMOREL FIRE DEPARTMENT**. In no event shall The **OSCEOLA FIRE DEPARTMENT** 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 Equipment. The above limitations on liability apply even though the **OSCEOLA FIRE DEPARTMENT** may not have advised of the possibility of such damage.

4. **Indemnification.** **ARMOREL Fire Department** agrees to indemnify and hold harmless The **OSCEOLA FIRE DEPARTMENT** from any and all claims, liability and damages, arising from the use of the Donated Equipment.

RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LAIBILITY AND A CONTRACT BETWEEN THE ARMOREL FIRE DEPARTMENT AND THE CITY OF OSCEOLA FIRE DEPARTMENT.

IN WITNESS WHEREOF, both Donor and Donnée have caused this instrument to be executed on its behalf by officials duly authorized, therefore.

ARMOREL FIRE DEPARTMENT, as DONEE

By: Samuel Bourland

Title: Chief

Printed name:

Samuel Bourland

Date:

12/8/25

Witness:

Witness:

Print:

Print:

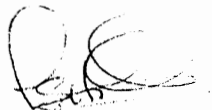
**STATE OF
ARKANSAS
MISSISSIPPI
COUNTY**

The foregoing instrument was acknowledged before me this
____ day of _____, 2025.

Notary Public

OSCEOLA FIRE DEPARTMENT, as DONOR

By:



Title:

Fire Chief

Printed name:

PETER S. HILL

Date:

12-8-2025

Witness:

Witness:

Print:

Print:

STATE OF ARKANSAS MISSISSIPPI COUNTY

The foregoing instrument was acknowledged before me this
____ day of _____, 2025.