

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR THE DONATION
OF A USED VEHICLE BY THE VENTURA COUNTY PROTECTION DISTRICT
TO THE OXNARD COMMUNITY COLLEGE DISTRICT**

WHEREAS, the County of Ventura, a political subdivision of the State of California (the "County"), desires to donate a certain surplus Ford F-450 Crew Cab [VIN: 1FDXW46P47EB45124] ("Vehicle") to Oxnard College, a college/campus of the Ventura County Community College District (collectively, the "College"), and the College desires to accept the donation of the Vehicle from the County; and


WHEREAS, the County is willing to donate the Vehicle to the College free of charge in exchange for the College's execution of this assumption of risk/release of liability agreement.

NOW, THEREFORE, as a material inducement for the County donating free of charge the Vehicle to the College, the College understands and agrees as follows:


1. In general, automotive vehicles, whether in new or used condition, are potentially dangerous even when used or operated properly according to their instructions.
2. The Vehicle is in used condition and, therefore, is being donated and accepted in "AS IS" condition without any representation, warranty, guarantee, promise, or agreement of any kind or character whatsoever, whether express or implied, oral or written, past or present, regarding the nature, quality, or condition of the Vehicle, including without limitation (i) the suitability of the Vehicle for any and all activities and uses that the College or any other person may make of the Vehicle; and (ii) the merchantability or fitness of the Vehicle for any purpose.
3. The College hereby assumes all risk, holds harmless, irrevocably and unconditionally releases, and agrees to indemnify and defend with counsel acceptable to the County, the County and its officers, employees, agents, representatives, attorneys, and affiliated entities, and all persons acting by, through, under, or in concert with any of them, with respect to any and all liability, lawsuits, and/or claims for damages or injuries to persons or property (including but not limited to theft of, loss of, or damage to the Eastern Sierra Tri-County Fair's property) as a result of or in any way connected with the donation and use of the Vehicle. **Through this release, the College waives any and all rights given by Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**
4. THE COLLEGE HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND HAVING HAD OR EXPRESSLY WAIVING THE RIGHT TO HAVE HIS OR HER OWN ATTORNEY REVIEW AND ASSIST IN THE PREPARATION OF THIS DOCUMENT BEFORE SIGNING IT.

IN WITNESS THEREOF, the parties hereto have executed this agreement through their duly authorized representatives as of the last date set forth below.

**VENTURA COUNTY FIRE PROTECTION
DISTRICT:**

By: 
Print: Mark Loenzen
Title: Fire Chief
Date: 11/11/21

**VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT:**

By: 
Print: David Kronko
Title: Capt.
Date: 11/8/2021