

**EXHIBIT A**

**ACKNOWLEDGMENT AND WAIVER**

At its regular meeting on \_\_\_\_\_, 2018, the Winston-Salem City Council approved the donation of the following items to the Skull Camp Fire and Rescue Department for use in its training programs: the seventeen (17) self-contained breathing apparatus itemized on Exhibit "A" attached hereto and incorporated herein by reference (collectively referred to herein as the "Cylinders").

In consideration of the donation of the Cylinders, the Skull Camp Fire and Rescue Department acknowledges and agrees as to the following:

- 1. The Cylinders must be hydro tested no later than August 2019. The Cylinders must be hydro tested every five (5) years and will expire as of August 2024. The Skull Camp Fire and Rescue Department acknowledges and agrees that it is solely responsible for procuring and paying for such testing.
- 2. The Skull Camp Fire and Rescue Department acknowledges and agrees that it is solely responsible for any future testing, maintenance and/or repair of the Cylinders.
- 3. The Skull Camp Fire and Rescue Department acknowledges and agrees that it assumes all risks involved in the acceptance and use of the Cylinders, and agrees, on its own behalf and on behalf of its officers, directors, agents, employees, representatives, heirs and assigns and all others acting on its behalf in connection with this Acknowledgement and Waiver, to release, discharge, hold harmless and indemnify the City of Winston-Salem, the Winston-Salem Fire Department and their elected officials, agents, employees and representatives, from and against any and all claims, actions, suits, demands and/or liabilities of whatever kind – whether or not the basis of such liability is presently known to either party and whether such liability arises in contract, tort, by statute or otherwise and including attorneys’ fees and court costs - which may arise from or in any way be connected to the acceptance and use of the Items under this Agreement and Waiver. The Skull Camp Fire and Rescue Department acknowledges and agrees that this release and discharge specifically covers any personal injury or property damage which may be suffered by any person in connection with the donation of the Cylinders and this Acknowledgment and Waiver.

**SKULL CAMP FIRE AND RESCUE DEPARTMENT**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Sworn to and attested before me this  
the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

- 1: OK-364480
- 2: OK-364530
- 3: OK-364521
- 4: OK-364595
- 5: OK-365254
- 6: OK-364532
- 7: OK-365108
- 8: OK-364598
- 9: OK-364513
- 10: OK-364483
- 11: OK-364606
- 12: OK-364519
- 13: OK-364501
- 14: OK-364520
- 15: OK-365180
- 16: OK-365177
- 17: OK-364439