



**Long Island Builders Institute & Long Island Home Builders Care  
General Release Agreement**

I, Donna M. Gayden, City Manager for the City of Long Beach (RECIPIENT”), do hereby acknowledge receipt from Long Island Builders Institute, Inc. (“LIBI”) and Long Island Home Builders Care, Inc. (“LIHBC”) and those authorized by LIBI and LIHBC, of a handicapped accessible children’s outdoor playhouse (“Donated Assets”) as of the date noted below (LIBI, LIHBC and RECIPIENT are collectively referred to herein as the “Parties”). LIBI and LIHBC are New York Not-For-Profit Corporations and are providing the Donated Assets to RECIPIENT in such capacity and at no charge. RECIPIENT voluntarily accepts the Donated Assets “As-Is.”

In consideration for accepting the Donated Assets, RECIPIENT agrees to the following waiver of liability and indemnity provisions:

1. No Warranties. LIBI and LIHBC, 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 Assets. Furthermore, in no event shall the LIBI and LIHBC be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this General Release Agreement (“Agreement”), including but not limited to recipient's use of the assets or receipt of the assets.
2. Waiver of Liability. RECIPIENT 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 Assets, except as otherwise exempted by law. The entire risk as to the performance of the Donated Assets as utilized and maintained by RECIPIENT is assumed by RECIPIENT. In no event shall LIBI and LIHBC 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 Assets. The above limitations on liability apply even though LIBI and LIHBC may have been advised of the possibility of such damage.
3. Indemnification and Release. I hold harmless and release and forever discharge LIBI and LIHBC, it’s officers, directors, members, agents, employees, independent contractors, licensees, assignees, volunteers and affiliated entities, from all claims, demands, and causes of action that we, our heirs, representatives, executors, administrators, or any other persons acting on our behalf or on behalf of our estate have from the beginning of time up to the date we receive the Donated Assets.
4. Governing Law. This Agreement, for all purposes, shall be construed in accordance with the laws of New York without regard to conflict-of-law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in state or federal court located in the state of New York, County of Suffolk. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.
5. Entire Agreement. This Agreement contains all of the understandings and representations between the Parties hereto, and supersedes all prior and contemporaneous understandings, discussions, agreements,



representations and warranties, both written and oral. The Parties mutually agree that this Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings.

- 6. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.
- 7. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.
- 8. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

**THE UNDERSIGNED, WHO IS 18 YEARS OF AGE OR OLDER AND IS AUTHORIZED TO REPRESENT THE RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF THE LIBI AND LIHBC BY RECIPIENT.**

Signature

10 / 12 / 2021

Date

Donna M. Gayden, City Manager

Print name




**Photograph Release**  
**Long Island Builders Institute, Inc.**  
**Long Island Home Builders Care, Inc.**

I grant permission to Long Island Home Builders Care (LIHBC) and/or the Long Island Builders Institute (LIBI), to use our photographs for reproduction in any medium for purposes of advertising, trade, display, exhibition or editorial use, of you, any representatives and the children's handicap accessible playhouse being donated to you from October 21, 2021 at our Trade Expo, at the Hyatt Regency Hotel Motor Parkway Hauppauge, through and including the date of this release now or in the future.

I hereby waive any right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photographs.

I hereby agree to release and hold harmless LIHBC and LIBI, via electronic or media, from and against any claims, damages or liability arising from or related to the use of the photographs, including, but not limited to any re-use, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in production of the finished product.

I am 18 years of age and I have read this release before signing below, and I fully understand the contents, meaning and impact of this release.

Name: Donna M. Gayden Date: 10/12/2021  
 Company: City of Long Beach Title: City Manager  
 Address: 1 W. Chester Street, Long Beach, NY 11561  
 Signature:   
 Email: dgayden@longbeachny.gov