

WAIVER AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT entered into effective the date signed, is made by and between _____ ("Buyer") and in favor of GovPlanet ("GP") and the U.S. Defense Logistics Agency Disposition Services ("DLA Disposition Services").

WHEREAS, on date of sale, Buyer purchased from GP a certain AM General HMMWV Serial # serial number ("Humvee") currently located at location in city, state (the "Premises").

WHEREAS, to take physical possession of the Humvee, Buyer intends to enter upon the Premises and transport the Humvee out of and off of the Premises to a site of its own determination.

NOW, THEREFORE, intending to be legally bound, with respect to Buyer's ownership and retrieval of the Humvee from the Premises, Buyer does hereby agree as follows:

1. Buyer acknowledges that the Humvee is not roadworthy and agrees that Humvee is for off-highway use only.
2. Buyer acknowledges and agrees that neither GP nor DLA Disposition Services will have any liability to Buyer or third persons for any damages of any kind whatsoever arising directly or indirectly from Buyer's use of the Humvee or in connection with this Agreement. Buyer shall be responsible for, and GP and DLA Disposition Services shall have no liability whatsoever for, any claims, suits, actions, proceedings, losses, costs, expenses or liabilities of whatever nature (present or future and environmental or otherwise) arising out of or in any way connected with Buyer's use of the Humvee, regardless of the cause, and including any alleged fault or negligence of GP or DLA Disposition Services.
3. The Humvee is made available to Buyer on an "**AS IS WHERE IS**" basis only and neither GP nor DLA Disposition Services makes any guarantees, representations or warranties, expressed or implied, statutory or otherwise, of any kind whatsoever, including, without limitation, non-infringement, merchantability or fitness for a particular purpose, and GP and DLA Disposition Services expressly disclaim all warranties with respect thereto.
4. Buyer agrees to defend, indemnify and hold harmless GP and DLA Disposition Services and their subsidiaries and affiliates, their respective owners, directors, employees, representatives, agents and attorneys and all persons acting by, through or in concert with them or any of them from and against any and all claims, suits, actions, proceedings, losses, costs, expenses or liabilities of whatever nature arising out of or in any way connected with Buyer's use, control, operation, maintenance, service, or repair of the Humvee after delivery thereof to Buyer or from any other cause including the alleged condition of the Humvee or any claimed fault or negligence of GP or DLA Disposition Services.

IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date last written below.

Buyer Name

By: _____

Name: _____

Date: _____