

Lifeline Foundation, Inc.
DONATION AGREEMENT

I. Donor Information

Full Legal Name : _____

Donation Amount in USD: _____

II. Donation Instructions

1. **Complete This Donation Agreement Form.** Donations will not be accepted unless they are accompanied by this completed Donation Agreement Form.
2. **Keep a Copy of the Donation Agreement Form for your Records.** Due to the urgent nature of this case and the associated administrative difficulties, you will not receive a receipt or any other acknowledgment of your donation. It is your responsibility to maintain a copy of the completed Donation Agreement Form for your records.
3. **Use a Check to Donate.** Donations will not be accepted unless they are made by wire transfer or certified bank check. Checks must be made out to:

Lifeline Foundation, Inc.
ABA #074900657
Beneficiary: Naban & Co., Account #147-745-5
Ref: Lifeline Foundation 00-Z096

4. **Mail Check and Completed Form.** Donations will not be accepted unless they are made by check or wire transfer and accompanied by this completed Donation Agreement Form. For wire instructions call the number below. The check and completed Donation Agreement Form must be electronically or by mailed to the following address:

DAVID FORBES
Director of Fiduciary Administration
10333 N. Meridian St, Suite 350 Indianapolis, IN 46290
OFFICE 317 .844.2710
dforbes@firstmerchants.com

III. Legal Information

1. This Donation Agreement Form is a binding contract between the donor and Lifeline Foundation, Inc. (hereinafter "The Lifeline Foundation"). The Lifeline Foundation agrees to use donated funds solely for the purposes set forth in this Donation Agreement Form.
2. All donations properly made using the instructions in this Donation Agreement Form (hereinafter "Humanitarian Support and Aid") will be deposited in an account titled The Lifeline Foundation at First Merchants Bank, 10333 N. Meridian St, Suite 350 Indianapolis, IN 46290

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3. By signing this Donation Agreement Form, Donor agrees that The Lifeline Foundation has the authority to determine whether information provided qualifies as “humanitarian aid, humanitarian support and sustainment, evacuation and transportation” such that the information would qualify for Humanitarian Aid.
4. The Lifeline Foundation acknowledges receipt from Donor of the items described in the attached document (“Donated Assets”) as of the date noted below. Donor is a _____
(*Individual, company, public fund, private organization*) and is providing the Donated Assets in the form of US Dollars to not-for-profit in such capacity and at no charge according to the amount stated under Donation Amount.

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

5. Receipt of Assets. The Lifeline Foundation acknowledges receipt of the following assets donated by the Donor.
6. No Warranties. Due to the austere nature of the environment, potential rapidly changing events and risk, The Lifeline Foundation, 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 the delivery of support or aid, or use of the Donated Assets. The Lifeline Foundation will make a “best effort attempt to fulfill it’s charter and mission but cannot provide any guarantees whatsoever. Furthermore, in no event shall The Lifeline Foundation be liable for direct, indirect, special, consequential, incidental, or punitive loss, damage or expenses arising out of or in connection with this agreement.
7. Waiver of Liability. Donor 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. In no event shall the The Lifeline Foundation 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 the University may have been advised of the possibility of such damage.
8. Indemnification. Donor agrees to indemnify and hold harmless The Lifeline Foundation from any and all claims, liability and damages, arising from the use of the Donated Assets except those arising from the sole negligence or willful misconduct of the University.
9. THE UNDERSIGNED, WHO 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 LIFELINE FOUNDATION.

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10. If the donor wishes to keep their donation anonymous, the donor must check the box below. If this box is NOT checked, the donor's donation will not remain anonymous. If the box is checked, the donor's donation will not be disclosed to the public unless necessary to comply with a lawful court order.

By checking this box, the donor states that they wish to remain anonymous.

IV. Acknowledgment of Understanding

By signing below, I acknowledge that I have read, understood, and agree to the terms in this Donation Agreement Form.

Printed name (Donor)

Signature (Donor)

Date:

Donor Phone:

Donor email:

Donor Mailing Address: