[LETTERHEAD OF PARTY DONATING FACE SHIELDS]

[DATE]

[NAME AND ADDRESS OF
MEDICAL FACILITY]
Attn: _____

Re: Donation of Face Shields

Dear _____:

[DONATING PARTY] ("Donor") has agreed to donate to [HOSPITAL/MEDICAL FACILITY] ("Medical Facility") approximately [NUMBER] of [DESCRIPTION OF FACE SHIELDS] (the "Face Shields"). Medical Facility acknowledges that the Face Shields have been designed, assembled, manufactured and produced by parties ("Makers") that are not in the business of designing, assembling, manufacturing or producing medical products; rather these Makers have engaged in these activities to help medical facilities and their healthcare workers to respond to the outbreak of the Corona Virus and COVID 19 (the "Virus").

As a condition to Donor's donation of the Face Shields, Medical Facility hereby agrees to the terms, conditions, obligations, releases and indemnities set forth in this letter agreement. Accordingly, Medical Facility agrees as follows:

- Medical Facility will accept the Face Shields and, without any charge, distribute them to healthcare workers at the Medical Facility. Medical Facility will not sell or trade the Face Shields but may donate them to other medical facilities or to healthcare workers caring for persons suffering from the effects of the Virus.
- Medical Facility will deploy and cause the Face Shields to be used in a manner that is consistent with recommendations and guidelines of the Center for Disease Control.
- The Face Shields will be provided on an "AS-IS WHERE IS" basis, without any warranties of Donor, Makers or their respective officers, directors, owners, agents, attorneys or other representatives (each a "Donor Party"), express or implied, including any warranties of merchantability or fitness for a particular purpose.
- Medical Facility agrees that no Donor Party is responsible for how the Face Shields will be used or how efficient they are with respect to the Virus, and further agrees to indemnify, defend and hold harmless each Donor Party with respect to any claim, action, harm, injury or other damage (including reasonable attorney's fees) of any kind that may result from the deployment or use of the Face Shields or that may otherwise related to the Face Shields, including without limitation, regarding claims or actions from healthcare workers, patients or family members thereof.
- Medical Facility agrees that it shall not make any claim or take any action against any Donor Party with respect to any claim, action, harm, injury or other damage of any kind that may result from the deployment or use of the Face Shields or that may

otherwise related to the Face Shields. Accordingly, Medical Facility hereby releases each Donor Party with respect to any claim, action, harm, injury or other damage of any kind that may result from the deployment or use of the Face Shields or that may otherwise relate to the Face Shields.

- Medical Facility acknowledges (i) that this letter agreement shall be applicable to future donations of Face Shields and (ii) that no failure of Donor to deliver the number of Face Shields set forth above shall be deemed to be a breach of this letter agreement.

The Donor Parties appreciate the difficulties endured by medical facilities and healthcare workers during this crisis and want to express their sincere gratitude for your and your healthcare workers' efforts.

Sincerely,

[NAME, TITLE AND ENTITY]

AGREED AND ACCEPTED
as of the date hereof:

[NAME OF MEDICAL FACILITY]

By: _____
Name: _____
Title: _____