

## Release of Liability for Donated Expired Consumables

- A** Metro North Hospital and Health Service ABN 18 496 277 942, (**MNHHS**), a body corporate established under the *Hospital and Health Boards Act 2011* (Qld) provides health services to consumers within the MNHHS catchment and through various programs across the State of Queensland.
- B** In response to the Australian bushfires of 2019 and 2020 (**the bushfires**), various Animal Rescue Collectives and Australia Zoo have issued social media requests for expired human consumables as set out in Schedule 1 to this document, to be used by animal rescuers on animals who have been injured in, or by, the bushfires (**the Donated Consumables**).
- C** MNHHS has agreed to provide the Donated Consumables to the entity/person/organisation identified in Schedule 1 for the sole purpose of use on wildlife injured by the bushfires on the terms set out herein.

### By signing this document, we agree and acknowledge as follows:

- 1. Donated Consumables.** MNHHS is donating expired human consumables for the specific and sole purpose of being used within Australia, by animal rescuers on animals injured by the bushfires.
- 2. Condition "As Is".** MNHHS is not making any representations, warranties, or guarantees about the Donated Consumables, including any implied warranties of merchantability and/or fitness for any purpose. We are accepting the Donated Consumables "as is." We understand that MNHHS will not be responsible for any liabilities or losses whatsoever that arise from use of the Donated Consumables.
- 3. Assumption of Risk.** We understand that there may be certain risks of injury which may arise from the possession, use or misuse of the Donated Consumables. We assume full responsibility for all risks arising directly or indirectly from our possession, use or misuse of the Donated Consumables, both known and unknown, regardless of the cause.
- 4. Waiver and Release.** We waive and release any and all claims against MNHHS, its officers, agents and employees with respect to any and all injury, disability, death to animals or humans, or loss or damage to property resulting from our possession, use or misuse of the Donated Consumables, regardless of the cause.
- 5. Indemnity.** We will defend, indemnify and hold MNHHS, its officers, agents and employees harmless from and against any and all liability, loss, damages, claims and fees that may be sustained by any of them resulting directly or indirectly from the possession, use or misuse of the Donated Consumables by us or any other person, animal or organisation after the date it is provided to us.

6. We have read and understand the terms of this agreement, as set out in this document. We understand that this agreement covers each and every item of Donated Consumables received by us.
7. This agreement constitutes the entire agreement between the parties in relation to its subject matter. Any prior arrangements, agreements, representations or undertakings are superseded.

**I sign this document freely and voluntarily as a duly authorised officer.**

**SIGNED BY**

\_\_\_\_\_  
(Print full name)

who is a duly authorised officer  
of.....

.....  
(Signature of duly authorised officer)

In the presence of:

\_\_\_\_\_

\_\_\_\_\_  
(witness name and signature)

Dated ..... January 2020

## SCHEDULE 1

<p><b>Name of Authorised Officer</b></p>	<p>.....</p>
<p><b>Organisation Name and Address</b></p>	
<p><b>Donated Consumables</b></p>	<p>Means the following dry, sealed, unused, expired items which have been validated and approved by the Department of Agriculture and Fisheries (including Biosecurity Queensland) and the Veterinary Surgeons Board:</p> <ul style="list-style-type: none"> <li>a. 500mL and 1000mL bottles of water and normal saline (not for intravenous use, topical only).</li> <li>b. subcutaneous needles for IV fluids.</li> <li>c. IV fluid giving sets.</li> <li>d. syringes 1-60mL.</li> <li>e. surgical gloves.</li> <li>f. kidney dishes &amp; plastic pots.</li> <li>g. plastic drapes.</li> <li>h. cotton blue towels.</li> <li>i. various dressings and bandages (strictly <b>non-impregnated</b>).</li> <li>j. bluiies &amp; pinkies.</li> </ul>
<p><b>Agreed use of Donated Consumables</b></p>	<p>For the explicit use of wildlife organisation(s) and their agents to use on animals injured by the bushfires. Any other use including, but not limited to general practice, for domesticated animals, research etc is strictly prohibited.</p>