

RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION AGREEMENT

Rachas, Inc. dba Chuze Fitness

This Release of Liability (the “**Release**”) is made and entered into as of this ____ day of _____ 2026, by and between Rachas, Inc. dba Chuze Fitness, a California corporation, with its principal place of business at 1011 Camino Del Rio S Ste 350, San Diego, CA 92108-3580, hereinafter “**Chuze**” and/or “**Donor**”, and the party set forth on the signature page below, hereinafter “**Recipient**”.

1. DONATION OF GOODS

Donor agrees to donate certain cleaning supplies and related products (“**Donated Items**”) to Recipient at no cost. The Donated Items may include, but are not limited to, disinfectants, cleaners, sanitizers, chemicals, wipes, sprays, concentrates, and related materials. Donor makes no representations or warranties as to the quantity, condition, completeness, or suitability of any Donated Items.

2. AS-IS / WHERE-IS – NO WARRANTIES

Recipient acknowledges and agrees that:

- The Donated Items are provided “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”
- Donor makes NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, safety, usability, shelf life, labeling accuracy, regulatory compliance, or non-hazardousness.
- Donor has no obligation to inspect, test, label, repackage, or provide instructions for the Donated Items.
- Donated Items may be hazardous and may require specialized handling, training, or permits.

3. ASSUMPTION OF RISK

Recipient knowingly and voluntarily assumes all risks, known and unknown, foreseeable and unforeseeable, arising from or related to:

- Possession, handling, storage, transportation, use, misuse, distribution, resale, or disposal of the Donated Items;

- Any chemical reactions, exposure, spills, fumes, burns, allergic reactions, contamination, property damage, or personal injury associated with the Donated Items;
- Improper labeling or missing safety data;
- Exposure to employees, contractors, customers, invitees, or third parties.

4. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by law, Recipient, on behalf of itself and its owners, officers, directors, employees, agents, contractors, successors, assigns, and any third parties claiming through Recipient, hereby irrevocably releases, waives, and discharges Donor and its owners, officers, directors, employees, agents, members, affiliates, and insurers from any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to the Donated Items.

This release includes, without limitation, claims based on negligence, strict liability, failure to warn, product liability, breach of warranty, or any other legal theory, except to the extent such claims may not be waived under applicable law, including claims arising from gross negligence or willful misconduct.

5. INDEMNIFICATION

Recipient agrees to defend, indemnify, and hold harmless Donor from and against any and all claims, actions, damages, losses, liabilities, penalties, fines, and expenses (including reasonable attorneys' fees), including but not limited to any investigation, citation, enforcement action, or regulatory proceeding, arising out of or related to:

- Recipient's possession, handling, storage, transportation, use, distribution, redistribution, or disposal of the Donated Items;
- Any injury, illness, death, environmental condition, or property damage caused or allegedly caused by the Donated Items;
- Recipient's failure to comply with applicable laws, regulations, permit, licensing, or safety requirements.

6. COMPLIANCE WITH LAWS

Recipient is solely responsible for ensuring compliance with all applicable federal, state, and local laws and regulations, including but not limited to occupational safety, environmental, health, labeling, storage, and disposal requirements.

Recipient represents and warrants that it holds, and will maintain, all permits, registrations, licenses, and training required to lawfully receive, handle, store, transport, use, and dispose of the Donated Items.

7. ENVIRONMENTAL, HEALTH, AND SAFETY COMPLIANCE

Recipient acknowledges that the Donated Items may contain chemicals or substances regulated under applicable environmental, health, and safety laws and regulations. Recipient represents and warrants that it has the knowledge, training, facilities, equipment, permits, registrations, and licenses necessary to safely receive, handle, store, transport, use, and dispose of the Donated Items. Recipient is solely responsible for implementing appropriate safety measures, including but not limited to employee training, hazard communication, personal protective equipment, spill prevention, and emergency response procedures.

Recipient further assumes full responsibility for compliance with all applicable federal, state, and local environmental, occupational safety, and health laws, regulations, and standards, including any reporting, recordkeeping, labeling, storage, transportation, and disposal requirements, and for preventing any release, spill, discharge, or environmental contamination associated with the Donated Items after transfer to Recipient.

Donor may, but is not obligated to, provide Safety Data Sheets or manufacturer information for certain Donated Items. Recipient acknowledges that Safety Data Sheets are available from the product manufacturer or distributor and agrees it is solely responsible for obtaining, reviewing, and complying with such information.

8. NO RESALE OR REDISTRIBUTION

- Recipient shall not resell the Donated Items.
- Recipient may redistribute the Donated Items at its own risk and remains fully responsible for all obligations under this Agreement. Any redistribution shall be subject to written terms no less protective of Donor than this Agreement.

(Initial applicable box: _____)

9. NO AGENCY OR PARTNERSHIP

Nothing in this Agreement shall be deemed to create any partnership, joint venture, or agency relationship between the parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Donated Items and supersedes all prior discussions or agreements. Any modification must be in writing and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed valid and binding.

14. ASSIGNMENT

Recipient may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Donor. Any attempted assignment in violation of this provision shall be void.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

16. WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right to require such performance at a later time. Any waiver must be in writing and signed by the waiving party.

17. HEADINGS

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

18. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance under this Agreement (other than payment obligations, if any) due to events beyond its reasonable control, including acts of God, fire, flood, earthquake, labor disputes, governmental orders, or interruptions in transportation or utilities.

19. CONSTRUCTION

This Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of authorship.

20. SURVIVAL

Sections relating to assumption of risk, release, indemnification, environmental, health and safety obligations, compliance with laws, and governing law shall survive the termination or completion of this Agreement.

21. CONFIDENTIALITY

Recipient agrees not to use or disclose any non-public information of Donor obtained in connection with this Agreement, except as required by law.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Release of Liability, Waiver, and Indemnification Agreement as of the date first written above.

RACHAS, INC. dba CHUZE FITNESS

a California corporation

By: _____

Name: _____

Title: _____

Date: _____

RECIPIENT:

Legal Name of Entity: _____

By: _____

Name: _____

Title: _____

Date: _____