**WAIVER OF LIABILITY**

In consideration of, and as a condition of, being permitted to access and use the Tito’s Handmade Vodka Hand Cleanser (the “Cleanser”), which has been donated by Fifth Generation Inc., to the undersigned (“User”), for him/herself, and his or her personal representatives, heirs, next of kin, company, and any others to whom the Cleanser is provided, hereby acknowledges and agrees:

1. That the Cleanser is only to be used externally, on unbroken skin surfaces, or on certain hard surfaces (do not use on polished wood, painted surfaces, leather, rayon fabrics, or acrylic plastics and other surfaces that may be damaged by ingredients in Cleanser), and shall be used in accordance with the instructions provided on the Cleanser. **User will keep the Cleanser out of reach of children as the Cleanser is toxic.**
2. That the Cleanser is effective because it contains alcohol in an acceptable range (stated on label) and therefore it can catch fire. User will not use the Cleanser near an open flame. This includes candles and fire pits. The Cleanser also should not be stored next to the furnace or other hot things and should be stored in a temperature controlled, cool storage area.
3. That soap and water are the best ways to clean skin per the WHO and CDC guidance. The Cleanser cannot remove all the germs that exist on dirty skin, so the Cleanser is best used after all the mud, dirt, and other debris are removed from skin by using soap and water.
4. That while the Cleanser helps decrease the number of germs on skin, it does not remove everything, and specifically may not kill the virus COVID-19.
5. That the Cleanser is a legally controlled product and must be used and stored responsibly and in accordance with any and all local, state, and federal laws and regulations.
6. That as with all other products, there are risks associated with the use, handling, pouring, storage and transportation of the Cleanser, and that the User must be careful when handling or using the Cleanser.
7. If User is providing its own containers, or re-bottling or re-packaging the Cleanser into other containers, User agrees that its containers are suitable for such Cleanser, and that the people and organization doing the re-bottling or re-packaging is trained in handling this class of hazardous material and takes all responsibility for the handling (including but not limited to, packaging, dispensing, storage, labeling) of such hazardous material. The User agrees to comply with all regulations that apply to such hazardous material, and any such correlating materials such as the containers, and will apply any labels provided by Fifth Generation, Inc. for re-packaged product to assure such instructions and precautions reach the end-user.
8. That User is responsible for payment to the appropriate taxing jurisdiction of any and all state, local and federal taxes including sales and use tax, if any, which are associated with the receipt of the donated Cleanser.
9. That User accepts full responsibility for the **acceptance, use/misuse, packaging, repackaging, storage, handling, transportation or other activity** related to the Cleanser and **fully releases, waives, and discharges Fifth Generation Inc. and Tito’s Handmade Vodka** and their subsidiaries, officers, employees, agents, contractors, owners, directors, and affiliated entities(the "Released Party"), **from any and all claims that may arise related to use of the Cleanser,** **whether such loss is caused by the negligence of any Released Party (except in the instance that Released Party delivers materials that are not produced in accordance with accepted guidelines)** **or otherwise.**
10. **That User has read this Release and Waiver of Liability, understands its terms, and has signed it freely and voluntarily, and intend my signature to be a complete release of all liability to the greatest extent allowed by law.**

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**Printed Name of User Name of Organization**

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**Signature of User Date**