

Payment Method:

Amount:

WHEEL IT FORWARD



Item(s):

Assumption of Risk, Waiver and Release of Liability, Agreement to Return Equipment and permission to use photographs or other personal information provided to Wheel it Forward.

Borrower's Information *(Please Print)*

(1) First name:

(2) Last name:

(3) Street Address:

(4) City:

(5) State:

(6) Zip code:

(7) Phone #:

(8) Email:

Cosigner Information *(Please Print)*

(1) First name:

(2) Last name:

(3) Phone #:

(3) Email:

Please Provide Borrower Demographic Information *(Please Circle or Write Response)*

(1) Date of Birth <i>MM/DD/YYYY</i>	(2) Sex		Male	Female	Prefer Not to Answer

(3) Income Level	Below \$35k	\$36K - \$75k	\$76k - \$100k	\$101k - \$150k	\$150k +
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(4) Race/Ethnicity	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	White	Other:

In consideration of being allowed to use donated used medical equipment (the "Equipment") provided to me by Wheel it Forward, Inc. a not for profit entity located in Stamford, CT ("Wheel-it-Forward"), the undersigned, acknowledges and agrees that:

- 1) The Equipment has been used. It has been cleaned and visually reviewed and may have received minor repairs performed by Wheel it Forward volunteers not by a professional Equipment repair facility. The Equipment is provided to me without warranty of any kind from any of the RELEASEES (as hereinafter defined) and is provided strictly on an "as is," "where is" basis. The Equipment is provided to me without training or instructions on its use from the RELEASEES or the manufacturer's manual or safety notices or warnings.
- 2) I have consulted with a professional and qualified healthcare provider about the use of the Equipment supplied to me. I have had the opportunity to ask questions to my healthcare provider about the use of the Equipment. I understand how to use the Equipment and I will contact such healthcare provider with any further questions. I, or my authorized representative has had an opportunity to inspect the Equipment. If I believe that the Equipment is unsafe or I have questions about its use or need further instructions, I will not use the Equipment until I receive the information I request from my healthcare provider or believe the Equipment to be safe.
- 3) I will not permit the Equipment to be used or transferred to another person. While the Equipment is in my possession, I will notify you of any change in address for me. I will not remove the Equipment from Connecticut without advising Wheel it Forward. I, or my authorized representative will return the Equipment when my present physical need no longer exists, and the Equipment will be returned by me or my authorized representative in the same condition as it was in when received from Wheel it Forward.
- 4) The risk of injury from the use of the Equipment is significant, including the potential for injury, permanent disability and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my use of the Equipment; and

- 5) I, for myself and on behalf of my heirs, personal representatives and next of kin, successors and assigns HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Wheel It Forward, its officers, directors, employees, volunteers, agents (including its insurers and attorneys) and, if applicable, owners, lessors, lessees, officers, directors, employees, volunteers or agents of any premises used to conduct the storage, cleaning, inspection, repair or delivery of the Equipment to me (individually and collectively the "RELEASEES"), from any and all claims, demands, losses, and liability (including attorney's fees and costs) arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
 - 6) If my child or other family member is receiving the Equipment, I acknowledge that I have authority to sign on behalf of my child or other family member as their authorized representative.
 - 7) I understand and agree that certain of my personally identifiable information, (or personally identifiable information of my child or other family member who is receiving the Equipment) may be collected by Wheel It Forward (including by its software vendor(s)). Personally identifiable information may include first name, last name, age, address, email address, visual image, and other similar information.
 - 8) I hereby (i) consent to the collection and use of my (or my child or other family member's), personally identifiable information by Wheel It Forward and its agents related to my participation in the Equipment loan program; and (ii) grant to Wheel It Forward and to any volunteer or paid person acting on behalf of Wheel It Forward, the right to take and use photographs or video of me (or my child or other family member), with the Equipment..
 - 9) I understand and agree that Wheel It Forward or its agent, including a software vendor engaged by Wheel It Forward.
 - is the sole owner of all unrestricted rights to the images of me taken in conjunction with any Equipment and shall have unrestricted global usage rights,
 - may use all images of me (or my child or other family member), taken by Wheel It Forward or provided by me(or my child or other family member), to Wheel It Forward with or without my (or my child or other family member's), name and for any lawful purpose, including for example such purposes as publicity, attracting new Wheel It Forward members, illustration, advertising, or promotion on any website, social media or media coverage in any media, and
 - may dispose of any images of me without notice to me.
- Opt out of Permission to allow Wheel It Forward to use my (or my child or other family member's), personally identifiable information or image in any media.
- 10) By returning this form electronically, I consent to conduct transactions with Wheel It Forward by electronic means.

If any provision of this document shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by applicable law, and the remainder of this document shall remain in full force and effect. This document shall be binding upon and inure to the benefit of the parties and their respective heirs, next of kin, legal representatives, successors and assigns. This document constitutes the entire agreement among the parties and supersedes all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof. This document may only be amended or modified by an instrument in writing signed by you and an authorized representative of Wheel It Forward. No waiver of any provision of this document shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this document, or the waiver by either party of any breach of this document, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY PRIOR TO SIGNING THIS DOCUMENT, AND I/WE AM AWARE THAT BY SIGNING THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY I AM WAIVING SUBSTANTIAL LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES (INCLUDING THE RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM). THIS LIABILITY WAIVER IS MADE AND EXECUTED IN THE STATE OF CONNECTICUT AND SHALL BE GOVERNED BY, ENFORCED IN AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REFERENCE TO CONFLICT OF LAW RULES. I ACKNOWLEDGE THAT IN EXECUTING THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I AM NOT RELYING ON ANY INDUCEMENTS, PROMISES, OR REPRESENTATIONS MADE BY THE RELEASEES.

X

SIGNATURE OF BORROWER (or Authorized Representative*)

*IF SIGNED BY AUTHORIZED REPRESENTATIVE, PLEASE PRINT NAME BELOW AND INDICATE RELATIONSHIP

Spouse	Family Member	Social Worker	Aide	Other (please describe)
<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 220px; height: 20px;" type="text"/>