

## RELEASE OF LIABILITY AND WAIVER

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Item(s) Loaned: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
CoA Case Manager (if applicable): \_\_\_\_\_

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As a condition of borrowing medical equipment or supplies (collectively, "Equipment") from the H.E.L.P. program of the Lake County Council on Aging ("LCCOA"), I agree to the following. I UNDERSTAND THAT I AM NOT ELIGIBLE TO BORROW SUCH EQUIPMENT UNLESS I AGREE TO ALL OF THE FOLLOWING. LCCOA SPECIFICALLY PROHIBITS ANY INDIVIDUAL FROM USING ANY EQUIPMENT UNLESS THAT INDIVIDUAL HAS FIRST READ THIS RELEASE OF LIABILITY AND WAIVER AND SIGNED IT.

1. I understand that all Equipment that is available to borrow is used, has been donated, and is presented for borrowing in an AS-IS condition, without any guarantees whatsoever. I understand that the Equipment might or might not be in suitable condition, or in useful condition, or in functional condition for my use. The Equipment might or might not fit me. The Equipment will not be sized or fitted, and no guarantees are made that the Equipment will provide any benefit or useful function to me. The Equipment might be damaged and might cause harm to me or to others or to property, even if used properly.
2. LCCOA does not maintain or repair or test the Equipment and makes no representations as to the condition or functionality of the Equipment. I agree to inspect all Equipment before using it, and I agree that I alone am responsible for ensuring that it is in a functional and appropriate condition and size for my intended use.
3. I recognize that there are risks involved in using the Equipment, even if the Equipment is used properly. I understand that use of the Equipment, including proper use, may result in or contribute to physical injury, harm, and/or death of me or others, and loss or damage to the clothing, jewelry, or personal property of me or others. I knowingly and willingly accept these risks. I agree not to hold LCCOA or any of its employees, volunteers, contractors, or directors (collectively, LCCOA Staff) responsible for any physical injury, harm, death (no matter when it occurs) personal property damage, or other damages of any kind whatsoever that results from or relates to the Equipment or my use of the Equipment. The scope of this release includes any claim for negligence or failure to maintain equipment.
4. I acknowledge and agree that I am responsible for my own health and safety and that LCCOA Staff involved in the H.E.L.P. program are not health care practitioners, physical therapists, or occupational therapists, and they are not providing me any medical services or advice, and they are not trained to diagnose or treat any individual health problems.
5. I agree that I will use Equipment only in the manner for which it was intended and only in a manner consistent with how my personal healthcare provider has recommended. I agree that I will not use any Equipment for the purpose of engaging in any activity or movement that my healthcare provider has advised against. I agree that I alone am responsible for discussing with my healthcare provider any questions I may have regarding the use of Equipment and whether its use is appropriate for me. I agree that I alone am responsible for how I use the Equipment and for any consequences that arise from my use of the Equipment.
6. I agree that I will immediately stop using any Equipment if I am advised to do so by a healthcare professional or if the Equipment appears damaged or faulty.
7. I agree that I will not permit any individual to use the Equipment who has not signed this Release of Liability and Waiver.
8. This is a binding legal document. It shall remain in effect and shall apply every time that I borrow Equipment from H.E.L.P. program. I agree that I must not borrow Equipment if I am not simultaneously agreeing to these terms.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LCCOA Staff Representative: \_\_\_\_\_