

*Item #*

*Date Due:*

## AGREEMENT FOR TEMPORARY LOAN OF DURABLE MEDICAL EQUIPMENT

The following agreement is a waiver and a release for the temporary use of durable medical equipment by Arizona Bridge to Independent Living (ABIL) and

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

Description of Equipment: \_\_\_\_\_

Condition of the Equipment (**accepted as is**): \_\_\_\_\_

In consideration for being allowed to borrow the equipment without charge, borrower hereby agrees as follows:

1. Borrower will inspect the equipment prior to taking possession of it, **and shall notify ABIL if the equipment appears to be broken, malfunctioning, or otherwise unsafe.** Borrower shall not take possession of the equipment if borrower believes the equipment to be unsafe.
2. Borrower acknowledges that he/she is taking possession of and will use the equipment "as is" and "with all faults," and that ABIL has disclaimed all warranties. There is no warranty that the equipment will be fit for a particular purpose. **Borrower acknowledges that he/she assumes all risks resulting from the loan and/or use of the equipment.**
3. Borrower will store and maintain the equipment only at the address listed above, **and shall not remove the equipment from the address listed above to another address without the written consent of ABIL.**
4. Borrower will properly maintain and care for the equipment. Borrower will notify ABIL and **obtain ABIL's written consent before performing any modifications or repairs to the equipment.**

5. Borrower will not lend the equipment to any other individual, or allow any other individual to use the equipment in any manner.
6. Borrower will obtain adequate liability insurance for the equipment, and will hold harmless and indemnify ABIL from any claim of liability for any losses or damages allegedly caused by the equipment.
7. **Borrower hereby releases, discharges, indemnifies, and agrees not to sue ABIL or any of its officers, directors, agents, employees or insurers (the "Releasees")** on account of any injury, loss or damage, including death and damage to property, caused or alleged to be caused by the Equipment, whether such injury or loss was caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
8. **Borrower will clean the Equipment and return it to ABIL no later than**  
**DATE: \_\_\_\_\_.**

**BORROWER HAS READ ABIL'S LOAN CLOSET POLICIES & PROCEDURES, THIS AGREEMENT, WAIVER AND RELEASE, UNDERSTANDS THAT HE/SHE GIVES UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT KNOWINGLY AND VOLUNTARILY.**

Signature (Borrower): \_\_\_\_\_ Date: \_\_\_\_\_

Witness (ABIL Employee): \_\_\_\_\_ Date: \_\_\_\_\_