

**CITY OF ISLE OF PALMS
DURABLE MEDICAL EQUIPMENT LOAN CLOSET
WAIVER AND RELEASE FORM**

The following Agreement, Waiver and Release is an agreement by and between

_____, ("Borrower"),

whose address is:

Phone: _____

and the City of Isle of Palms, South Carolina, ("City"), for the loan by City to Borrower of the following:

Description of Equipment: _____

Condition of the Equipment (accepted "as is"): _____

In consideration for being allowed to participate in the City of Isle of Palms Durable Medical Equipment Loan Closet Program ("Program"), I, the Borrower named on this form, hereby acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved with using the Equipment in this Program is significant, including the potential for permanent disability and death, and while particular skills, other equipment, and personal discipline in using said medical devices may reduce this risk, the risk of serious injury does exist; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the City, its officers, employees, contractors, and/or volunteers, and assume full responsibility for my participation in the Program and use of the Equipment; and,
3. I acknowledge that I am taking possession of and will use the Equipment "as is" and "with all faults," and that City has disclaimed all warranties. There is no warranty that the Equipment will be fit for a particular purpose; and,
4. I willingly agree to comply with the reasonable, safe and intended use of the Equipment. I will not lend the Equipment to any other individual, or allow any other individual to use the Equipment in any manner. I will properly maintain and care for the Equipment and return the Equipment in clean condition. If, however, I observe any unusual significant hazard such as broken pieces or faulty construction of the loaned Equipment during its use, I will discontinue its use immediately, and return the Equipment to the loan Program; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and indemnify the City of Isle of Palms, its officers, employees, contractors, and volunteers (the "Releasees"), from and against any loss or damage, including attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, or other liability of any nature whatsoever for any and all injury, disability, death, or loss or damage to person or property resulting from or associated with my use of the loaned Equipment, whether arising from the negligence of the Releasees or otherwise, and whether such claims are made on my behalf or by third parties, to the fullest extent permitted by law.

I fully understand and agree that this Equipment and its use holds inherent risks, dangers and hazards, and that my use of such Equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the officers, employees, contractors, and/or volunteers of the City of Isle of Palms, the negligence of others, accidents, breaches of contract, the unpredictable forces and/or elements of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes.

I confirm that I am physically capable and fit to use this Equipment. I confirm that I am eighteen (18) years of age or older. (Minors must have a parent or guardian read and sign in their stead.)

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated this _____ day of _____, 20_____

X Signature (Borrower): _____

Witness (City Representative): _____