



Kid O'Therapy, LLC
 41 Main Street
 Topsham, Maine 04086
 P: (207) 844-8287
 F: (207) 844-8245

Kid O'Therapy, LLC

Durable Medical Equipment Loan Closet Agreement, Waiver and Liability Release

Name:				Phone:		
Address:						
City		State		Zip		
Equipment						
Date Borrowed:		Estimated Return		Return Date		
Picked up by:			Relationship to user			
Signature				Date		

- 1. Liability Waiver and Hold Harmless Agreement:** Please read this form carefully and be aware that by borrowing items from Kid O'Therapy, LLC Loan Closet, you will be waiving your rights to all claims for injuries you might sustain arising from equipment use, and you will be required to indemnify, hold harmless, and defend Kid O'Therapy, LLC for any claims.
- 2. Risk of Injury:** In borrowing and using this equipment I recognize and acknowledge that there are certain risks of physical injury, diseases, including but not limited to death, and I agree to assume the full risk of injuries, including death, damages, or loss which I may sustain as a result of equipment use. On behalf of my heirs, assigns, personal representatives and next of kin hereby release hold harmless Kid O'Therapy, LLC it's officers, agents, employees, contractors, volunteers from and against any loss or damage including attorney fees and expenses incurred as a result of any claims, demands, causes or action suits judgements or other liability of any nature whatsoever for any and all injury, disability, death or loss or damage to personal property resulting from or association with the use of this equipment from the loan closet weather arising from the negligence of the release of otherwise and weather such claims are made on my behalf or by third parties, to the fullest extent permitted by law.
- 3. Waiver of Injury Claims:** I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with Kid O'Therapy, LLC Loan Closet Equipment.



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4. **Release from Liability:** I hereby fully release and discharge Kid O'Therapy, LLC and its officers, agents, employees, contractors and volunteers from any and all claims from injuries, including death, damage or loss which I may have, or which may occur on account of use of Kid O'Therapy, LLC Loan Closet Equipment.
5. **Indemnity and Defense:** I further agree to indemnify, hold harmless and defend Kid O'Therapy, LLC and its officers, agents, and employees, contractors, volunteers from any and all claims from injuries, including death, damages and losses sustained by me and arising out of, connected with, or in any way associated with the Kid O'Therapy, LLC Loan Closet Equipment.
6. **Acceptance of Equipment:** As the Borrower I will inspect the equipment prior to taking possession of it, and shall notify Kid O'Therapy, LLC if the equipment appears to be broken, malfunctioning or otherwise unsafe. Please note the Borrower may not take possession of the equipment if Borrower believes the equipment to be broken, malfunctioning or otherwise unsafe.
7. **Assume Risk of using the Equipment:** Borrower acknowledges that she/he is taking possession of the equipment "as is" and "with all faults," and that Kid O'Therapy, LLC has disclaimed all warranties. There is no guarantee of equipment expressed or implied. There is no warranty that the equipment will be fit for a particular purpose. Borrower acknowledges that she/he assumes all risks resulting from the loan and/or use of the equipment
8. **Equipment Storage and upkeep:** Borrower will store the equipment at the above address and will properly maintain and care for the equipment. Borrower will notify Kid O'Therapy, LLC and obtain Kid O'Therapy, LLC written consent before performing any modifications or repairs to the equipment, except for minor routine maintenance and will not modify the equipment in any shape or form. Borrower will clean the equipment and return it to Kid O'Therapy, LLC in good working condition as when it was received by the Borrower.
9. **Lending of Equipment:** Borrower will not lend the equipment to any other individual, or allow any other individual to use the equipment in any manner.
10. **Request for Insurance:** Kid O'Therapy, LLC at any time may require the Borrower to provide proof of such insurance. This obligation shall not waive any defense immunity or limitation of liability, which may be available to Kid O'Therapy, LLC under the Maine Tort Claims Act, pursuant to the provisions of 14 M.R.S. § 8101 *et seq* or any other privileges or immunities as may be provided by law.
11. **Indemnification and Release:** The Indemnification and release provisions of Paragraphs 1 through 5 above shall extend to any person or entity hosting the medical equipment loan closet on behalf of Kid O'Therapy, LLC including without limitation to MIRL, LLC and its officers, officials, employees, volunteers, contractors and agents.



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Borrower has read Kid O'Therapy, LLC's Durable Medical Equipment Loan closet policies and procedures, agreement, waiver, and release, and further, understands that she/he gives up substantial rights by signing it, and signs it knowingly and voluntarily.

I confirm that I am physically capable and fit to use this equipment and I confirm that I am eighteen (18) years or older. (Minors must have a parent or guardian read and sign on their behalf).

Name of Borrower:

Name of Person using Equipment:

Signature of Borrower:

Date: