Waiver and Release of Liability for Durable Medical Equipment Loan Program

In consideration of using donated used medical equipment (the "Equipment") provided to me by Center for Modern Aging Princeton (CMAP) a not-for-profit entity located in Princeton, NJ, the undersigned acknowledges and agrees that:

1. The Equipment has been used. It has been cleaned and visually inspected and may have received minor repairs performed by CMAP staff or 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 have questions about its use or need further instructions, I will not use the Equipment until I receive the requested information 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 CMAP of any change in my address. I, or my authorized representative, will return the Equipment when I no longer require its use. The Equipment will be returned by me or my authorized representative in the same condition as it was in when received from CMAP.

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 I, for myself and on behalf of my heirs, personal representatives and next of kin, successors and assigns **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** CMAP, 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.

By signing this Waiver and Release of Liability (Agreement), I waive and release the Center for Modern Aging Princeton (CMAP), including CMAP staff and volunteers, from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related.

Please Sign & Date Below:

_____	_____	_____
(Print name)	**(Signature)**	**(Date)**