



**Caregivers Network/Shon's Closet
Durable Medical Equipment Loan
Program, Loan Agreement, Including
Waiver and Release**

Date of Agreement: _____

Date of Return Equipment: _____

Initials of Representative: _____

File Number: _____

_____ 1. The borrower will inspect the equipment before taking possession of it and shall notify Caregiver's Network if it appears broken, malfunctioning, or otherwise unsafe. The borrower shall not take control of the equipment if they believe it is broken, malfunctioning, or otherwise unsafe.

_____ 2. The borrower acknowledges that they are taking possession of the equipment "as is" and "with all faults" and that Caregiver's Network has disclaimed all warranties. There is no warranty that the equipment will be fit for a particular purpose. Borrower acknowledges that they assume all risks resulting from the loan and/or use of the equipment.

_____ 3. The 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, unless in conjunction with the borrower's daily activities, without the written consent of Caregiver's Network.

_____ 4. The borrower will properly maintain and care for the equipment. The borrower will notify Caregiver's Network and obtain its written consent before performing any modifications or repairs to the equipment, except for minor routine maintenance.

_____ 5. The borrower will not lend the equipment to any other individual or allow any other individual to use the equipment in any manner.

_____ 6. Caregiver's Network may require the borrower to provide proof of insurance. This obligation shall not waive any defense immunity or limitation of liability, which may be available to the Caregiver's Network, or any other privileges or exemptions as may be provided by law.

_____ 7. The borrower will defend, hold harmless, and indemnify Caregiver's Network and its officers, officials, employees and volunteers, and agents from all claims, suits, actions, damages, expenses, and liabilities—including reasonable attorney's fees and court costs—allegedly caused by the equipment.

_____ 8. The borrower hereby releases, discharges, and agrees not to sue Caregiver's Network or any of its officers, officials, employees, volunteers, and agents—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.

_____ 9. The borrower will clean the equipment and return it to Caregiver's Network in as good a condition as when the borrower received it, except for reasonable wear and tear when the borrower is no longer using it

_____ 10. The indemnification and release provisions of paragraphs 7 and 8 above shall extend to any person or entity hosting the Medical Equipment Loan Closet on behalf of the Caregiver's Network. The borrower has read Caregiver's Network Durable Medical Equipment Loan Program Policies and Procedures. The borrower also has read this agreement, the waiver, and the release and further understands that they give up substantial rights by signing it and are signing it knowingly and voluntarily.

In witness whereof, the parties hereto have caused this agreement to be duly executed by the undersigned officials, as duly authorized.

The Borrower's Printed Name: _____

The Borrower Signature: _____ Date: _____

The Caregiver's Network (designee): _____ Date: _____



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_____ 1. The borrower understands and agrees that Caregiver's Network sponsors a Durable Medical Equipment Temporary Loan Program as a community service to enable community members to borrow such medical equipment as needed.

_____ 2. The borrower accepts responsibility for using the equipment subject to this agreement and understands the appropriate method of use for the equipment.

_____ 3. The borrower understands that the equipment remains the property of Caregiver's Network and that all equipment must be returned by the scheduled return date in as good a condition as when received by the borrower, except for reasonable wear and tear.

_____ 4. The borrower shall be responsible for the total cost of repair or replacement of any or all the equipment that is damaged, lost, confiscated, or stolen from the time the borrower assumes custody of it until it is returned to the Caregiver's Network.

_____ 5. Equipment extension beyond 90 days may be available upon request by contacting Caregiver's Network.

_____ 6. Caregiver's Network disclaims all representations and warranties associated with the equipment and any use thereof, including any representation or warranty regarding the safety, operating conditions, or fitness of any equipment to serve any purpose or perform any intended use.

_____ 7. In consideration for the equipment loan, the borrower agrees to indemnify, defend, and hold harmless Caregiver's Network, its agents, officials, and employees and relinquishes all claims, liabilities, damages, losses, and incurred expenses, including costs and attorney's fees acquired.

_____ 8. In the event of any claim or judgment rendered against Caregiver's Network in any action arising out of the performance of this agreement, the borrower shall, at their own expense, satisfy and discharge the same. The indemnity provision shall survive the termination or expiration of this agreement until such time as all claims arising under this agreement have been finally resolved, regardless of when such claims are made.

In witness whereof, the parties hereto have caused this agreement to be duly executed by the undersigned officials, as duly authorized.

File Number

The Borrower's Printed Name: _____

The Borrower Signature: _____ Date: _____

The Caregiver's Network (designee): _____ Date: _____



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User's Information

Name	Date of Birth
Address	City
Zip	Phone Number

Parent/Guardian/Caregiver Information

Name	Relationship to User
Address	City
Zip	Phone Number
Email	

Physician/Therapist Information

Physician/Therapist Name	
Address	City
Zip	Phone Number

**HELP US CONTINUE TO BE ABLE TO OFFER FREE MEDICAL EQUIPMENT LOANS
BY FILLING IN THE INFORMATION BELOW**

This information is required for the purposes of securing grants. **ALL INFORMATION IS STRICTLY CONFIDENTIAL!!!**

Household Annual Income _____ County _____ US Citizen Y N

Number of Household Members _____ Type of Medical Insurance Medicaid Private

Ethnic Background: Caucasian Asian Hispanic or Latino African American Other

By signing below, I acknowledge that (please initial each line):

- _____ I have examined the equipment, and I find it in good condition and fit for its intended use.
_____ I promise to return the equipment by the date listed above.
_____ In consideration of future borrowers, I promise to clean and sanitize the equipment prior to returning it.

I understand that this loaned equipment remains the property of Caregivers Network and is available to me at no cost. I hereby forever release and discharge Caregivers Network and its employees or agents from all liability, claims, demands, and actions that I may have for any injury to my person or my property that results from my use of the loaned equipment. Therefore, they will not be held responsible for any defect in the equipment or any accidents or injury that may occur during or after using the equipment. I hereby waive any claims I may have against those mentioned above related to the use of the equipment.

Signature _____ Printed Name _____

Date _____