

**MDFFF EQUIPMENT**  
**AGREEMENT AND WAIVER**

This agreement describes the policies, terms, and conditions pursuant to which MDFF is providing the Equipment or Home Modification. MDFF assists with the provision of wheelchairs, leg braces, or communication devices newly purchased through a medical supply company or previously owned through MDFF's equipment loan program. In the case of loaned powered or manual wheelchairs and communication aids, MDFF through durable medical equipment vendors will attempt to have these restored to their original operating condition prior to distribution. With regard to powered wheelchairs, this will include the purchase of the first set of batteries. Repairs to wheelchairs and leg braces are authorized by MDFF in accordance with the guidelines that MDFF establishes, and revises as MDFF deems necessary, for payment of such repairs. It will be your responsibility to ensure the equipment is in proper working condition and to seek repairs when necessary.

In the case of loaned equipment not currently authorized for purchase through MDFF, MDFF is pleased to be able to provide this equipment to you. However, since this piece of equipment is not routinely authorized for payment through MDFF's program, all present and future repairs and/or modifications will be the responsibility of the person to whom it was loaned.

Equipment loaned through MDFF's equipment pool or purchased by MDFF remains the property of MDFF and is to be returned when no longer being used by you for future distribution through MDFF's equipment loan program. MDFF makes no express or implied representations with regard to the equipment described above. Please read and sign this agreement and waiver and return it to MDFF.

By signing this document, you agree to the use of photos and videos for MDFF of the equipment or renovation provided to be used across all digital and print platforms.

In consideration of (my) (my child's, who is under 18) use of the Equipment which has been loaned/provided to (me) (my child) by MDFF, I hereby and for (my) (my child's) heirs, executors, administrators, assigns, and all legal guardians, **WAIVE AND RELEASE ANY AND ALL RIGHTS AND CLAIMS OF ANY NATURE, FOUNDED IN WHOLE OR IN PART UPON ANY TYPE OF NEGLIGENCE**, that (I) and (my child) may have against MDFF, its directors, officers, employees, agents, chapters, assignees, licensees, volunteers and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns (the "Released Parties") arising out of or resulting from any and all injuries or damages of any nature, including death, which (I) (my child) may suffer relating to the use or possession of the Equipment, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**, or otherwise. **I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE** any or all of the Released Parties in connection with the use and possession of the Equipment. It is my express intent that this Agreement and Waiver shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if a I am deceased, and shall be deemed as a **RELEASE, WIAVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named Released Parties.

I agree to indemnify, defend and hold harmless Released Parties against loss from all claims, damages, losses and expenses, including attorney's fees, demands, actions and causes of action of a third party arising out of any bodily injury, death or property damage as a result of or relating to my (or my child's) use of the Equipment, and regardless of whether they are caused in part by a party indemnified hereunder. I further understand that (I) (my child) assume(s) all risks relating to the use or possession of the Equipment, including the defense of any third party claims.

I further agree that this Agreement and Waiver shall be construed in accordance with the laws of the State of Indiana. Any provision of this Agreement and Waiver shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. By signing this agreement, I certify that I have read this agreement and fully understand it, and that I am not relying on any statements or representations of any Released Party. This agreement shall be binding upon me, (my) (my child's) heirs, executors, administrators, assigns, and all legal guardians (of my child).