

# Medical Supplies and Equipment Loan Agreement & Liability Waiver

**Organization:** Truman's Treasures – A community risk-reduction program of the Boulder Rural Fire Protection District, a political subdivision of the State of Colorado

**Address:** 6230 Lookout Road, Boulder, CO 80301

**Phone/Email:** 303-530-9575 x103/ [snormandin@brfr.org](mailto:snormandin@brfr.org)

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## Borrower Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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## Description of Loaned Medical Supplies and/or Equipment

Please list all items being loaned:

Qty.	Item Description

Loan Date: \_\_\_\_\_ Expected Return Date: \_\_\_\_\_

Returned On: \_\_\_\_\_ Returned to: \_\_\_\_\_

## **Acknowledgement of Conditions and Use**

The undersigned Borrower acknowledges that the medical supplies and/or equipment listed above (collectively, "Equipment") are **used**, and are provided **as-is**, with no guarantees, warranties, or representations, express or implied, regarding its condition, design, operation, safety, or purpose, or its fitness for a particular purpose. The Borrower understands that:

- The Equipment has not been custom-fitted or medically prescribed;
- The Organization is not providing medical advice, instruction, diagnosis, or supervision; and,

It is the Borrower's responsibility to ensure the Equipment is appropriate for their needs and to consult a qualified medical professional prior to use.

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## **Assumption of Risk**

The Borrower voluntarily assumes **all risks**, known and unknown, associated with the use, misuse, handling, or possession of the Equipment, including but not limited to injury, illness, worsening of medical conditions, property damage, or death.

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## **Release and Waiver of Liability**

The Borrower releases, waives, discharges, and holds harmless the Organization, its officers, employees, volunteers, agents, and affiliates from any and all claims, demands, actions, damages, costs, and liabilities arising out of or related to:

- The use or inability to use, handling, or possession of the Equipment;
- Any defects, failures, or malfunctions of the Equipment; and,
- Any injury, loss, or damage occurring while the Equipment is in the Borrower's possession or during use.

The Borrower represents and warrants that Borrower will not allow the Equipment to be used by anyone other than the Borrower, and Borrower will not leave the Equipment in a circumstance where it can be used by anyone else.

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## **Borrower Responsibilities**

The Borrower agrees to:

- Use the Equipment only for its intended purpose;
- Not alter, modify, or repair the Equipment;
- Keep the Equipment clean and in reasonable condition;
- Return the Equipment by the agreed-upon return date; and
- Accept responsibility for loss or theft of, or damage to, the Equipment, normal wear and expected.

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## **No Transfer**

The Borrower shall not sell, lend, sublease, or otherwise transfer the Equipment to another individual or entity.

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## **Entire Agreement**

This document constitutes the entire agreement between the parties regarding the loan of Equipment. No oral statement or prior agreements shall have any force or effect.

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## **Governmental Immunity**

Nothing in this agreement is intended, and shall not be construed, as a limitation or a waiver of the rights, privileges, limitations, and defenses provided to the Boulder Rural Fire Protection District and its directors, officers, employees, volunteers, or agents, under Federal and State Law, including the Colorado Governmental Immunity Act.

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**Signature Acknowledgement**

By signing below, the Borrower represents and warrants that **they are at least 21 years of age** and they have read, understand, and voluntarily agree to all terms and conditions of this Medical Supplies and Equipment Loan Agreement & Liability Waiver.

Borrower Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Boulder Rural Fire Representative Signature: \_\_\_\_\_

Printed Name/ Title: \_\_\_\_\_

Date: \_\_\_\_\_