

DEFEAT MSA PATIENT LOANER CLOSET

(DEFEAT MSA: Joseph G. Fortier Foundation – Legal Name)

DATE: _____

I, _____, at the recommendation of my physician and/or licensed Speech
(Patient Name)

Language Pathologist (SLP): _____, will receive the following equipment:
(SLP / Physician Name and Telephone Number)

_____ (charity will attach photos of device)
(device name)

_____ (charity will list company name, address, contact no.)
(manufacturer)

_____ (charity will indicate serial number)
(serial number)

with additional hardware, accessories and/or software related to the device(s) operation and use (as indicated below):

I require this device for communication, therapeutic and/or daily functioning needs due to a permanent disability, resulting from Multiple System Atrophy (MSA) and/or other progressive neuro-degenerative movement disorder.

Diagnosis: _____ Date: _____

Diagnosing Physician: _____ (Printed Name)

Physician Address: _____

- I understand that the equipment is on loan to me for my use for the period of time from _____ to _____;
- I do not have health insurance and/or private funding to cover the entire cost of this device;
- I will take proper care of this equipment; will not permanently alter this equipment; and will return this equipment in as good condition as when I receive it;
- I will be responsible for any training and/or obtaining any tech support required by the use of this device;
- I will contact the company if the device(s) need(s) any repair and I will only use the manufacturer if the need for repair arises while the device (and any accessories, software) is under my care;
- I am financially and legally responsible for this device while it is in my care and will cover any costs associated with repair and/or transport;
- I understand that the equipment (and any accessories and/or software) is not to be transferred or loaned (for any period of time) to any other person (or entity) or sold by me to any other person (or entity);
- I will return this equipment (and any accessories or software) to the loaner (or to the individual organization or charity loaner designates) when my use of the device is no longer needed or if I move from my present residence. Furthermore, I will cover the costs associated with the insured transport of said equipment to the next recipient.

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All of the above being agreed to, I hereby, for myself, my heirs, executors, and administrators, waive and release any and all right and claims for damages I have against the loaning person, charity, agency or other entities connected with the use of said equipment. I expressly assume the risk of sustaining bodily injury or risk of damage of any sort to the device while it is under my care (or the care of others that are acting on my behalf).

Patient Signature: _____ Date: _____

Primary Caregiver/Guardian: _____
(if patient is unable to sign)

Printed Name: _____

Address: _____

Phone: _____

E-mail: _____

Loaner Individual's Name: _____

Address: _____

Loaner's Designated Recipient (Individual, Organization, Charity): _____

_____ (name)

_____ (address)

_____ (purpose, if organization or charity)

Notary _____

Stamp:

Date: _____

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RELEASE OF LIABILITY AGREEMENT WITH DEFEAT MSA

Patient Name: _____

User Name: _____
(if applicable)

Address: _____

City: _____

State: _____

Zip Code: _____

Date of Birth: _____
(MM/DD/YY)

Driver’s License/State ID Number: _____ State: _____

Phone: _____ (home / work / cell)

Alternate: _____ (home / work / cell)

E-mail: _____

Please read carefully:

****By signing this document, you will waive certain legal rights including the right to sue****

In consideration of being allowed to participate in Defeat MSA Patient Closet Program, I, the person named on this form, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved with using some of the equipment in the loaner closet might involve a significant risk, including the potential for permanent paralysis and death, and while particular skills, and other equipment, and personal discipline in using said medical devices, may reduce this risk, the risk of serious injury does still exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation and use of this equipment;

3. I willingly agree to comply with the reasonable, safe and intended use of this equipment. If, however, I observe any unusual significant hazard, such as broken pieces or faulty construction of the loaned equipment during its use, I will discontinue its use immediately, and return the broken piece(s) to the loan program; and

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS DEFEAT MSA AND ASSOCIATED CHARITIES, its officers, officials, agents and/or employees, board members, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity

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("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my use of the equipment, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I fully understand and agree that this equipment and its use might hold inherent risks, dangers and hazards, and that my use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death and/or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the sponsoring charities, the negligence of others, accidents, breaches of contract, the unpredictable forces and/or elements of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes. I confirm that I am physically capable and fit to use this equipment. I confirm that I am eighteen (18) years of age or older. (*Minors must have a parent or guardian read and sign in their stead*)

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Liability Acceptance

I accept all the terms and conditions of the above Release of Liability Agreement. I further acknowledge that by signing this form, I understand and fully agree to all the stated responsibilities in page one of this application:

Patient/User Signature: _____

Print Name: _____

Date: _____

Signature of POA/Legal Rep: _____

Print Name of POA/Legal Rep: _____

Date: _____