



**Dake Foundation for Children
Equipment Donation Waiver and Agreement for Use**

1. Commencement Date and Parties

This agreement, effective as of the _____ day of _____ in the year _____ between the Dake Foundation for Children, a New York State not-for-profit corporation with its place of operation located at P.O. Box 3575, Saratoga Springs, NY 12866 (hereafter referred to as DF) and _____, (hereafter referred to as the Recipient).

DF's principal activity is providing grants and equipment donations to children with disabilities. DF and the Recipient have entered into this agreement voluntarily with the hope and expectation that the donation of this equipment will benefit the user through increased mobility and independence. To this end, DF and the Recipient have agreed to the following:

2. Donation of Durable Medical Equipment

Recipient hereby agrees to accept equipment donated by DF in accordance with the terms and conditions of this Agreement. Equipment is for the use of the recipient only.

The following is a description of the donated equipment or device including manufacturer's serial number:

3. Amendment

No amendment, alteration or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties.

4. Previous Agreements; Binding Effect

The Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. The terms of this Agreement shall be binding on the parties and upon their heirs, administrators, executors, successors and assigns.

5. Insurance

DF may request proof of homeowners/renters insurance from Recipients. Recipients must provide a copy of policy coverage acceptable to DF acceptable *if requested by DF*. Examples include homeowner's owners/renters insurance proof of policy requested or a certificate of insurance naming DF as an additional insured.

11. Liability

Waiver and Release of Liability. With full knowledge and appreciation of the dangers inherent in the use of the DF--provided equipment, all users, (and their representatives successors and

assigns) voluntarily agree to waive any and all rights to sue and hereby releases the DF, Board members, Medical Advisory Panel, staff and volunteers from all liability, loss, claims, damages (actual and consequential) for injury, death, expenses, or damage to person or property resulting use of the equipment, or resulting from any action or inaction by the DF. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of DF and which actions or inactions constitute ordinary negligence or a violation of any applicable law. It survives all terms of loan or equipment transfer agreement.

6. Miscellaneous

This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS AS DESCRIBED ABOVE AND THAT I AM ASSUMING ALL RISKS INHERENT TO MY USE OF DF EQUIPMENT AND I AGREE TO BE FULLY BOUND BY ITS TERMS THIS AGREEMENT TO THE RECIPIENT TO THE DEGREE PERMITTED BY NEW YORK LAW.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

Dake Foundation for Children Recipient:

By: _____ By: _____

Parent

Recipient (if age 18 or older)

Date: _____ Date: _____