



2701 W. 36th Place
Chicago, IL 60632
(773) 870-1553
www.D4D.org

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Disabled's Mission, scan
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HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (the "Agreement") is entered into between Devices 4 the Disabled ("D4D") and the Equipment Recipient (the "Recipient"). If the Recipient is a minor or is unable to sign, this Agreement may be executed by a parent, legal guardian, authorized representative, or an individual authorized by the Recipient or their parent, legal guardian, or authorized representative to act on their behalf, even without formal legal authority ("Informally Authorized Person").

Purpose of the Agreement

The purpose of this Agreement is to clearly define the responsibilities and liabilities associated with the use of equipment provided by D4D. By signing this document, the Recipient (or their parent, legal guardian, authorized representative, or an Informally Authorized Person) acknowledges their understanding of the terms and agrees to hold D4D and the providers who refer patients to D4D for equipment or services or donate or financially support the provision of such equipment or services ("Clinical Partners" or "Referral Partners") harmless for any claims, damages, injuries, or losses that may arise from the use of the equipment. This Agreement ensures that the Recipient assumes full responsibility for the safe and proper use of the equipment, acknowledges the limitations of D4D's liability, and understands that they are responsible for the equipment's use regardless of whether they or an authorized individual sign on their behalf, including cases of informal authorization.

Consideration

The Recipient acknowledges that the transfer of the equipment is being made for no monetary consideration and would not have been made without the releases and indemnities set forth in this Agreement. The Recipient represents and warrants that execution of this Agreement is a free and voluntary act, made without coercion or inducement other than the Recipient's receipt or use of the equipment. D4D has not made and will not make any representations concerning the safety or efficacy of the equipment and disclaims any and all statements or representations to the contrary.

Terms and Conditions

In consideration of the equipment provided to the Recipient, the following terms and conditions govern equipment distribution and shall apply to the use, care, and responsibilities associated with the equipment.

1. Equipment Provided As-Is / No Warranty

The Recipient acknowledges that all equipment provided by D4D is offered "as-is," with no representation or warranty, express or implied, as to the merchantability, fitness for any particular purpose, design, or condition of the equipment it distributes. All such other representations and warranties are expressly disclaimed. D4D does not make any representations concerning the safety, efficacy, or condition of the equipment and disclaims any warranties or representations, express or implied, regarding the equipment. The Recipient accepts full responsibility for the proper use and maintenance of the equipment.

2. Release of Liability

The Recipient, on behalf of himself or herself and his or her heirs, agents, successors, and assigns, or as the parent, legal guardian, authorized representative, or Informally Authorized Person of the Recipient, and on behalf of the Recipient, their heirs, agents, successors, and assigns, hereby releases, indemnifies, holds harmless, and forever discharges D4D, its directors, officers, employees, agents, volunteers, affiliated organizations, Clinical Partners and Referral Partners providing funds or grants for equipment and services provided by D4D, and their successors and assigns, from any and all claims, liabilities, damages, or losses arising from the use, misuse, or failure of the equipment.

This includes, without limitation, any direct, indirect, incidental, or consequential damages or losses, whether known or unknown, foreseen or unforeseen, including but not limited to property damage, bodily injury, or personal injury. The Recipient (or their parent, legal guardian or authorized representative) assumes all risks associated with the use of the equipment, including its use by any minor children or others for whom the Recipient (or their parent, legal guardian or authorized representative) is legally or informally responsible for care and/or supervision.

3. No Resale or Transfer

The Recipient agrees not to sell, lease, assign, transfer, or otherwise dispose of the equipment to any third party. If the equipment is no longer needed and remains in good, functional and operational condition, it should be returned to D4D unless otherwise agreed upon in writing. If the equipment is no longer functional or operational due to wear or damage, the Recipient (or their parent, legal guardian, authorized representative, or an Informally Authorized Person) shall notify D4D for guidance on proper disposal or recycling. The Recipient shall not create or incur, or permit to exist, any lien or encumbrance with respect to any of the equipment.

4. Delivery; Return; Maintenance and Repair; Inspection

D4D may, at its discretion, deliver the equipment to the Recipient or require pickup. If the equipment is no longer needed, the Recipient is responsible for returning it to D4D in good condition, except for reasonable wear and tear. The Recipient is also responsible for routine maintenance, including charging or replacing batteries as needed, and ensuring the equipment remains in safe working order. D4D reserves the right to inspect the equipment at any time to verify its condition and proper use. D4D does not provide replacement batteries for powered equipment.

If the equipment is received or picked up by a person authorized by the Recipient (whether a parent, legal guardian, authorized representative, or an Informally Authorized Person), the Recipient and their parent, legal guardian or authorized representative remain fully responsible for the equipment

and compliance with the terms of this Agreement, regardless of who signs the Agreement, including cases where an Informally Authorized Person signs on behalf of the Recipient.

5. Compliance with Laws and Regulations

The Recipient agrees to use the equipment in accordance with all applicable laws, regulations, and manufacturer guidelines. Any modifications, alterations, or unauthorized repairs are strictly prohibited.

6. Acknowledgment of Risks

The Recipient further acknowledges that:

- (a) the refurbishing or modification of the equipment was undertaken primarily by D4D and its employees, volunteers, representatives, or agents;
- (b) it is not possible to foresee or anticipate all potential user conditions during the refurbishing and modification of the equipment; and
- (c) the equipment has not been designed, reviewed, or tested by professional engineers or in accordance with any applicable federal or state safety laws or regulations, and specifically has not been reviewed or evaluated by the United States Food and Drug Administration (FDA).

7. Indemnity

The Recipient agrees to indemnify, protect, defend, and hold harmless D4D, its directors, officers, agents, employees, volunteers, affiliated organizations, Clinical Partners and Referral Partners providing funds or grants for equipment and services provided by D4D, subcontractors, and consultants, and its successors and assigns from and against any and all claims, liabilities (including negligence, tort, and strict liabilities), demands, actions, suits, proceedings, losses, costs, expenses, and damages, including without limitation, reasonable attorneys' fees and costs (collectively, "Claims"), arising out, connected with, or resulting from this Agreement, including without limitation, the manufacture, selection, purchase, delivery, possession, condition, use, operation, or return of the equipment. Each party shall provide the other prompt written notice of any claim of which it becomes aware. The provisions of this indemnity shall survive any termination of this Agreement.

8. Intellectual Property

The Recipient acknowledges that D4D makes no warranties or representations whatsoever with respect to the intellectual property rights, including, without limitation, any patent, copyright, or trademark rights, of any third party in relation to the equipment.

9. Use of the Equipment

The Recipient agrees that the safe and effective use of the equipment is solely the responsibility of the Recipient, and that the Recipient expressly assumes all risks for any damage, injury, or other consequences arising from the use of the equipment by themselves or any third party.

10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without giving effect to its conflict of law principles. Any disputes arising under this Agreement shall be resolved in the appropriate courts in the state of Illinois. If the equipment is distributed to a Recipient outside the state of Illinois, the governing law and jurisdiction shall remain Illinois unless otherwise agreed in writing.

11. Acknowledgment of Release of Information

The Recipient grants permission to release their information, or their child's information, including photos, videos, audio recordings, live streams, social media content, digital art/graphics, and any user-generated content (e.g., stories, reviews) for use in publications, presentations, social media, marketing materials, and other promotional efforts. These materials may be shared via D4D's website, social media platforms, newsletters, brochures, and other media forms. The Recipient understands these materials are the property of D4D and will not receive any compensation. The Recipient acknowledges that content and materials may be used indefinitely, distributed to individuals and organizations interested in D4D programs, and may include health information protected under HIPAA, unless a written request to revoke consent is submitted to D4D. The Recipient further consents to the use of their name, image, likeness, and any associated content in the manner outlined above. **Disclaimer:** *Services are not contingent upon signing this release.*

12. Acknowledgment of Understanding

The undersigned represents that:

- (a) They have read, understand, and agree to the terms and conditions of this Agreement.
- (b) This document constitutes a legal, valid, and binding obligation of the Recipient, enforceable in accordance with its terms.
- (c) The equipment is suitable for the Recipient for its intended purpose(s).
- (d) If the undersigned is not the Recipient, legal guardian, or authorized representative, they understand it is their responsibility to inform the Recipient, parent, legal guardian, or authorized representative that, upon receiving the equipment, the Recipient (or parent, legal guardian or authorized representative) will be bound by the terms of this Agreement.
- (e) If the Recipient is a minor or otherwise unable to sign, the undersigned certifies that they are authorized to act on behalf of the Recipient as a parent, legal guardian, authorized representative, or Informally Authorized Person and are executing this Agreement on the Recipient's behalf.

Recipient Name: _____

Recipient Signature: _____

Signature of Parent, Legal Guardian, Authorized Representative, or Informally Authorized Person (if applicable): _____

Relationship to Recipient: _____

Date: _____

D4D Representative Name: _____

Signature: _____

Date: _____

Scan for a copy of this Agreement:

