



TOWN OF SANDWICH **RELEASE AND WAIVER**

In consideration of the receipt of certain medical equipment provided by the Town of Sandwich at no cost to me, the undersigned hereby releases the Town of Sandwich, its agents, officers, servants and employees, of and from any and all liability, claims demands, actions and causes of action whatsoever, arising out of or related to any loss damage, or injury, including death, that may be sustained by me as a result of the possession and use of said equipment. I am aware that the equipment so provided has been donated to the Town and may have been previously used. I acknowledge that I am accepting the equipment in "as is" condition and that the Town is providing no warranty of any kind as to the condition of the equipment or its fitness for any particular use. I also acknowledge receipt of instruction for the proper cleaning of the equipment prior to use.

This release and waiver shall be binding upon the undersigned, his/her heirs, next of kin, and personal representatives. I, the borrower, hereby certify that I have read the foregoing Release and Waiver, and that I borrow voluntarily.

THE EQUIPMENT BORROWER HEREBY UNDERSTANDS THAT THIS IS A RELEASE, AND THAT THE EQUIPMENT BORROWER IS HEREBY GIVING UP EVERY RIGHT HE/SHE HAS OR MAY HAVE TO RECOVER FOR ANY INJURY, DAMAGE OR DEATH RESULTING FROM THE USE OF THE MEDICAL EQUIPMENT PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS RELEASE AND WAIVER.