

**Town of Kennebunk**  
**Durable Medical Equipment Loan Program**  
**Loan Agreement, including Waiver and Release**

The following agreement is a waiver and release for the use of durable medical equipment by the Town of Kennebunk and

Borrower's Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Description of equipment borrowing: \_\_\_\_\_

\_\_\_\_\_

Condition of equipment borrowing (accepted as is) \_\_\_\_\_

\_\_\_\_\_

In consideration for being permitted to borrow the equipment without fee, borrower hereby agrees to the following:

1. Borrower will inspect the equipment prior to taking possession of it, and shall notify the Town of Kennebunk if the equipment appears to be broken, malfunctioning or otherwise unsafe. Borrower shall not take possession of the equipment if Borrower believes the equipment to be broken, malfunctioning or otherwise unsafe.
2. Borrower acknowledges that she/he is taking possession of the equipment "as is" and "with all faults," and that the Town of Kennebunk has disclaimed all warranties. There is no warranty that the equipment will be fit for a particular purpose. Borrower acknowledges that she/he assumes all risks resulting from the loan and/or use of the equipment.
3. Borrower will store and maintain the equipment only at the address listed above, and shall not remove the equipment from the address listed above to another address, unless in conjunction with Borrower's daily activities, without the written consent of the Town of Kennebunk.
4. Borrower will properly maintain and care for the equipment. Borrower will notify the Town of Kennebunk and obtain the Town of Kennebunk's written consent before performing any modifications or repairs to the equipment, except for minor routine maintenance.
5. Borrower will not lend the equipment to any other individual, or allow any other individual to use the equipment in any manner.

6. The Town may require the Borrower to provide proof of such insurance. This obligation shall not waive any defense immunity or limitation of liability, which may be available to the Town of Kennebunk under the Maine Tort Claims Act, pursuant to the provisions of 14 M.R.S. § 8101 *et seq* or any other privileges or immunities as may be provided by law.
7. Borrower will defend, hold harmless, and indemnify the Town of Kennebunk and its officers, officials, employees and volunteers and agents from any and all claims, suits, actions, damages, expenses, and liabilities (including reasonable attorney's fees and court costs) allegedly caused by the equipment.
8. Borrower hereby releases, discharges, and agrees not to sue the Town of Kennebunk, or any of its officers, officials, employees, volunteers, and agents (the "Releasees") on account of any injury, loss or damage, including death and damage to property, caused or alleged to be caused by the equipment, whether such injury or loss was caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
9. Borrower will clean the equipment and return it to the Town of Kennebunk, in as good a condition as when it was received by the Borrower, excepting reasonable wear and tear, when it is no longer being used by the Borrower.
10. The indemnification and release provisions of Paragraphs 7 and 8 above shall extend to any person or entity hosting the medical equipment loan closet on behalf of the town, including without limitation Thomas and Sally Wellman of Kennebunk, Maine, KBC Care, LLC and its officers, officials, employees, volunteers and agents.

Borrower has read the Town of Kennebunk's Durable Medical Equipment Loan program policies and procedures, this agreement, waiver and release, and further, understands that she/he gives up substantial rights by signing it, and signs it knowingly and voluntarily.

\_\_\_\_\_  
Printed name of Borrower

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Town of Kennebunk Representative

\_\_\_\_\_  
Date