**WHEECHAIR RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for my heirs, agents, descendants, dependents, executors,

administrators, assigns, successors and representatives (“I”), understand that although precautions and inspections are performed, the use of powered wheel chairs and powered scooters, may involve the risk of property damage, and the risk of bodily injury, including death.

I further understand that Vietnam Veterans of America and its related entities, the entities’ parents, subsidiaries, affiliates, and each of their respective past and present employees, officers,

agents, representatives, volunteers, successors, and assigns (collectively, “Vietnam Veterans of America”) do not screen those who use and are recipients of our refurbished power wheelchairs and scooters.

I understand that it is my responsibility to consult all the physicians and other

professionals necessary to ensure that I can safely use our powered wheelchairs and scooters and

accessories. I acknowledge that use of the powered wheelchairs and powered scooters provided by Vietnam Veterans of America Chapter 972 Idaho Falls, ID is at my own risk. I acknowledge that there have been no express or implied warranties made by The Vietnam Veterans of America, and Vietnam Veterans of America Chapter 972 Idaho Falls, ID.

I intend by this Release and Waiver of Liability Agreement to waive all claims for

negligence, products liability, breach of warranty and all other available claims against

The Vietnam Veterans of America, and Vietnam Veterans of America Chapter 972 Idaho Falls, ID, and its officers, employees, volunteers, agents, and/or employees or representatives of vendors or services involved in construction or development of these power chairs or scooters, including claims for my own personal injuries, death and/or loss of personal property. .

**I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND**

**WAIVER OF LIABILITY AGREEMENT AND, BY SIGNING BELOW,**

**DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.**

**THIS IS A BINDING CONTRACT.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_