



Knee Walker Rental Agreement, Waiver and Release

Patient Name: _____

Address: _____

Telephone: Home: _____ Cell: _____

Rental Fee:

A Rental fee of **\$4.00 per day** is due and payable upon return of the Knee Walker. Patient understands that this rental is not covered by insurance. The rental period will end no later than the date upon which BritKare Home Medical receives notice that the Knee Walker is no longer required.

A credit card number must be provided upon Patient's receipt of the Knee Walker to secure a \$750 security deposit which will not be charged today. The \$750 will only be charged if the Knee Walker is not returned within 14 days of the rental end date as determined per above by the Patient's BritKare Home Medical associate, or if it is returned damaged beyond repair (other than normal wear and tear). Daily rental fees will continue to be charged until the Knee Walker is returned or the security deposit is charged. A charge of up to \$750 will be charged for damage to the Knee Walker beyond normal wear and tear.

Rental fees may be paid by cash or check or to the credit card provided.

Rental Start Date: ____/____/____ Rental End Date: ____/____/____ Serial # _____

Credit Card #: _____ Exp. Date: _____

Signature: _____

Rental Terms:

USE OF KNEE WALKER: Patient acknowledges that he/she will only use the Knee Walker in a careful and proper manner and that he/she has been given thorough instructions and restrictions in relation to the use of the Knee Walker and has received a copy of the written instructions.

Patient shall not loan or transfer the Knee Walker to any other person. The Knee Walker is being given to Patient by BritKare Home Medical for Patient's exclusive use.

CONDITION OF KNEE WALKER: Patient has inspected the Knee Walker and acknowledges that the Knee Walker is in good and acceptable condition.

DAMAGE AND LOSS: Patient will keep and maintain the Knee Walker in the same condition it was in on the Rental Start Date, normal wear and tear excepted. In the event the Knee Walker is lost or damaged beyond repair, Patient's credit card shall be charged \$750 for the replacement cost of the Knee Walker. Repairable damage costs of up to \$750 will be charged to Patient's credit card.

OWNERSHIP: The Knee Walker is and shall remain the exclusive property of BritKare Home Medical.

SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

ASSUMPTION OF RISK: Patient understands and accepts that renting this Knee Walker exposes him/her to hazards and risk of personal injury to himself/herself or to others and loss of or damage to property. Patient chooses to use this Knee Walker in spite of these risks and hereby assumes all risk of injury to himself/herself and to others and loss of or damage to property arising out of renting this Knee Walker. Patient accepts full responsibility for any and all such damage or injury which may result.

WAIVER AND RELEASE: In consideration of BritKare Home Medical renting this Knee Walker to Patient, Patient specifically releases and forever discharges BritKare Home Medical and its affiliates, subsidiaries, members, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which Patient may suffer while renting this Knee Walker. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of BritKare Home Medical or its affiliates, subsidiaries, members, officers, agents, or employees. It is Patient's intent to release BritKare Home Medical and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of BritKare Home Medical or whether based upon strict products liability, breach of contract, breach of warranty, or any other legal theory. In signing this document, Patient fully recognizes that if injury, illness, death or damage occurs to him/her while engaged in renting this Knee Walker, Patient will have no right to make a claim or file a lawsuit against BritKare Home Medical or its affiliates, subsidiaries, members, officers, agents or employees, even if they or any of them negligently cause Patient's injury, illness, death or damage.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS INCLUDES AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT USE THIS KNEE WALKER IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Patient Signature

Date