

COLE FOUNDATION

Agreement to Borrow Equipment

Release of Liability

The submission of information to Children's Organization of Lending Equipment (COLE) and the borrowing of any equipment through the COLE Foundation website (located at <http://www.thecolefoundation.com>) is subject to the following terms and conditions. BY SUBMITTING INFORMATION to, or borrowing equipment from, COLE, YOU, the customer ("Customer") AGREE TO THE FOLLOWING TERMS AND CONDITIONS. These Terms and Conditions are a legal agreement between you and COLE, a Minnesota non-profit corporation.

I, _____, am borrowing the following equipment (the "Equipment") from COLE (Children's Organization of Lending Equipment), a Minnesota non-profit corporation:

The rental period for my Equipment is from _____ to _____.

I understand that it is my responsibility to pick up the Equipment, and to return it to the same location at the end of my rental period unless otherwise agreed by both parties. I agree to return the Equipment to COLE in the same condition that it was in on the day I rented it, normal wear and tear excepted.

I understand that there is no charge for the rental of the Equipment. However, in the event that the Equipment is lost or destroyed during my rental period, I agree to replace the Equipment at my own expense. Also, if the Equipment is damaged during my rental period, I agree to have the Equipment fixed or replaced. If I do not repair or replace the Equipment within 30 days after my rental period, I authorize COLE to charge my credit card, as described below. My credit card is not authorized for any other purpose.

I understand that COLE is not warranting that the Equipment is fit for use or for any particular person, and that I am solely responsible for the selection of the Equipment. I have consulted with my child's therapist in the selection of the Equipment and have made arrangements with them to check the safety and sizing of the Equipment.

I HEREBY RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS COLE, AND ANY OF ITS EMPLOYEES, AGENTS OR VOLUNTEERS REPRESENTING OR RELATED TO COLE, FOR ANY LIABILITY IN CONNECTION WITH THE USE OR POSSESSION OF THE EQUIPMENT. THIS RELEASE IS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE POSSESSION OR USE OF THE EQUIPMENT.

Signature _____ Print Name _____ Date _____

Relation to Client _____

Client First Name _____ Last Name _____ Date of Birth ___/___/___

Parent/Guardian First Name _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____

Phone # _____ Email _____

Relationship to Client _____

Loaned Equipment Information (for office only)

Description of Item _____

Inventory Control # _____ Approximate Value _____

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Our lending library relies upon the kind donations of our supporters