**Macintosh HD:Users:macangelsfoundation:Documents:ALL Logos:Logo 662 May 2013:LOGO rev Sept 2013:Logo.rev.sept2013.pdf**

**RELASE AND WAIVER OF LIABILITY**

This is a Release and Waiver of Liability (the “Release”) executed on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by (name of PAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“PAL”). PAL releases from liability and as set forth more fully below The MAC Angels Foundation, a nonprofit corporation organized and existing under the laws of the State of Connecticut and each of its directors, officers, board members, employees, volunteers, independent contractors, agents other others acting on its behalf (collectively, “MAC Angels”). **PAL agrees that this Release is effective immediately.**

MAC Angels has agreed to lend to PAL for his/her exclusive use certain equipment, including one \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “equipment”), and PAL has agreed to accept such equipment in an “as is” condition. MAC Angels makes no representation whatsoever as to the condition of the equipment, including its fitness for any intended use, and whether it is free from any defects, whether from manufacture, design, maintenance or wear and tear. PAL understands and agrees that such equipment must be returned to MAC Angles when it is no longer needed and that the equipment is not a gift or transfer of any ownership interest from MAC Angels to PAL. Thus, PAL agrees to the following:

1. **Waiver and Release:** PAL releases and forever discharges and holds harmless MAC Angels and its successors and assigns from **any and all liability, claims, and demands of whatever kind and nature (including negligence),** either in law or at equity, which arise or may hereafter arise from use and/or possession of the equipment provided by MAC Angels to PAL. PAL understands and acknowledges thatthis Release discharges MAC Angels from any liability or claim that PAL may have (or will ever have) against MAC Angels with respect to bodily injury, personal injury, illness, death, or property damage that may result from the equipment provided from MAC Angels to PAL or occurring while said equipment is in PAL’s possession.
2. **Assumption of Risk:** PAL expressly and specifically assumes any and all risk of injury, illness, death, or property damage arising from use and/or possession of the equipment provided by MAC Angels to PAL. PAL also understands and assumes the risks that the equipment provided to PAL by MAC Angels may be defective in any number of ways, including, but not limited to, improper design, maintenance and/or manufacture, and that use of such equipment, including proper use, may lead to injury, illness, death, or property damage. **Once you sign you are saying that you understand the risks involved and accept all of the risks:** PAL also acknowledge that MAC Angels is a charitable organization and that PAL is a beneficiary of MAC Angels.
3. PAL further expressly understands and agrees that the foregoing Release is intended to be as broad and inclusive as permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

**I HAVE READ THE ABOVE WARNING, WAIVE, AND RELEASE AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE AND AM SIGNING THIS RELEASE ENTIRELY ON MY ON FREE WILL.**

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Patient or authorized signature and relationship to PALS , Date

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Witnesses name and signature Date