



**Knee Walker & Wheel Chair Rental Agreement, Waiver and Release
S&J Argyle Pharmacy**

Patient Name: _____

Address: _____

Telephone: Home: _____ Cell: _____

Rental Fee:

This rental agreement is for (Circle One): Knee Walker Wheel Chair Push Assist Chair
Which shall be referred to as “Medical Equipment” in this agreement.

A Rental fee of **\$3.00 per day** is due and payable upon return of the Medical Equipment. Patient understands that this rental is not covered by insurance.

A credit card number must be provided upon Patient’s receipt of the Medical Equipment to secure a \$300 security deposit which will not be charged today. The \$300 will only be charged if the Medical Equipment is not returned within 14 days of the rental end date as determined below, or if it is returned damaged beyond repair (other than normal wear and tear). Daily rental fees will continue to be charged until the Medical Equipment is returned or the security deposit is charged. A charge of up to \$300 will be charged for damage to the Medical Equipment 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 MEDICAL EQUIPMENT: Patient acknowledges that he/she will only use the Medical Equipment in a careful and proper manner and that he/she has been given thorough instructions and restrictions in relation to the use of the Medical Equipment.

Patient shall not loan or transfer the Medical Equipment to any other person. The Medical Equipment is being given to Patient by S&J Argyle Pharmacy for Patient’s exclusive use.

CONDITION OF MEDICAL EQUIPMENT: Patient has inspected the Medical Equipment and acknowledges that the Medical Equipment is in good and acceptable condition.

DAMAGE AND LOSS: Patient will keep and maintain the Medical Equipment in the same condition it was in on the Rental Start Date, normal wear and tear excepted. In the event the Medical Equipment is damaged beyond repair, Patient's credit card shall be charged \$300 for the replacement cost of the Medical Equipment. Repairable damage costs of up to \$300 will be charged to Patient's credit card.

OWNERSHIP: The Medical Equipment is and shall remain the exclusive property of S&J Argyle Pharmacy.

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 Medical Equipment 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 Medical Equipment despite 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 Medical Equipment. Patient accepts full responsibility for any and all such damage or injury which may result.

WAIVER AND RELEASE: In consideration of S&J Argyle Pharmacy renting this Medical Equipment to Patient, Patient specifically releases and forever discharges S&J Argyle Pharmacy 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 Medical Equipment. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of S&J Argyle Pharmacy or its affiliates, subsidiaries, members, officers, agents, or employees. It is Patient's intent to release S&J Argyle Pharmacy 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 S&J Argyle Pharmacy 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 Medical Equipment, Patient will have no right to make a claim or file a lawsuit against S&J Argyle Pharmacy 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 MEDICAL EQUIPMENT IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Patient Signature

Date