

**ALAMEDA ISLES HOMEOWNERS ASSOCIATION, INC  
MEDICAL EQUIPMENT RELEASE**

**ALAMEDA HOMEOWNERS ASSOCIATION, INC.** (herein referred to as "Association") allows me the privilege of using the various medical equipment and other property within the park area only, the sufficiency, receipt and adequacy of which are hereby acknowledged, I agree that:

**1. REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK.** I understand that I may be using various medical equipment and other property including but not limited to crutches, wheelchairs, rolling walkers, portapots, canes, etc. which may require specialized knowledge and/or skill to operate safely, The Association does not maintain the equipment in any form and I acknowledge that it is my sole responsibility to ensure that the equipment is operating properly and is not defective. I understand and recognize the scope, nature and extent of the risks involved in using such equipment and voluntarily and freely choose to incur such risks, including but not limited to the following: broken or defective equipment (including both latent and patent defects), slip and falls, severe cuts and abrasions, broken bones, loss of digits and limbs, muscle strain, injury, dizziness, physical injury or even death.

**2. EXEMPTION FROM LIABILITY.** I exempt and release the Association, its Officers, Directors, Managers Attorneys, Agents, Servants, Employees and Shareholders from any and all liability , claims, demands or causes of action whatsoever arising directly or indirectly out of any damage, loss or injury to me or my property while using any medical equipment or other property of the Association or otherwise, whether such loss, damage, or injury results from the negligence of the Association, its officers, directors, agents, servants, employees and shareholders or from any other cause.

**3. COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or otherwise against the Association, its officers, directors, managers, attorneys, agents, servants, employees or shareholders, nor to initiate any or assist in the prosecution of any claim for damages or cause of action which I, my beneficiaries, heirs, executors or administrators hereinafter may have by reason of injury to my person or to my property arising from the use of any medical equipment or other property provided by the Association or otherwise.

**4. INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless the Association, its officers, directors, managers, attorneys, agents, servants, employees and shareholders from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly by my activities or neglect while using the medical equipment or other property. This duty to indemnify includes court costs and reasonable trial and appellate attorney's fees.

**5. CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of this document shall continue in force and effect, now and in the future, at all times during which I use the medical equipment and other property, and shall be binding upon my beneficiaries, heirs, executors and administrators of my estate.

**IN WITNESS WHEREOF,** I have affixed my legal signature this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
LEGAL SIGNATURE

Witness: \_\_\_\_\_

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

\_\_\_\_\_  
Lot #

**NOTE; The Association recommends you consult with your attorney prior to signing this document and that you obtain professional instruction before using Medical Equipment**

7/29/2011