



# GOOD HEALTH WILL LIABILITY RELEASE

## LIABILITY RELEASE FOR THE RECEIPT OF EQUIPMENT AND/OR SUPPLIES FROM ROCKY MOUNTAIN MEDICAL OUTFITTING & RECYCLING (RMMOR) D.B.A. GOOD HEALTH WILL

This release is by and between the recipient (and the parent, guardian, caregiver, or representative) and RMMOR, also known as Good Health Will. The recipient and their representative(s) agree to the following terms and release of liability:

- In consideration of equipment or supplies acquired at RMMOR, the recipient – on behalf of himself or herself, the applicant named (if different), and/or on behalf of his or her caregivers, family members, heirs, successors, executors and administrators (collectively, the “recipient”) – agrees that he/she will NOT make a claim against, sue, attach the property of, libel, slander, or prosecute RMMOR or any of RMMOR’s directors, officers, employees, agents, volunteers, or employees for any injury or damage resulting from negligence or other acts, howsoever caused, by RMMOR and its affiliates, relating in any way to the equipment or supplies.
- The recipient (and the caregiver or representative) is responsible for ensuring that the requested item is appropriate for the needs of the individual for whom it is requested. RMMOR does not provide assessment or fitting services, and any inadvertent suggestions made by RMMOR staff are not to be considered professional advice. Involvement of your qualified therapist or other health care professional is required in selecting, receiving, using, and maintaining your equipment or supplies.
- The recipient promises to have donated equipment/supplies assessed by a qualified professional before using it/them, and to use the donated equipment or supplies safely and properly, under the guidance of his/her qualified therapist or other health care professional. The recipient will not use equipment or supplies suspected to be functioning improperly. The individual listed on the release form is the only intended user of the equipment and supplies received.
- Equipment and supplies are available for individuals and non-profit/charitable organizations. Donated equipment and supplies from RMMOR may not be used to benefit for-profit individuals or businesses. Equipment and supplies acquired at RMMOR may not be re-sold without prior authorization upon purchase.
- RMMOR does not always have the exact requested equipment or supplies. There are many small but important differences in medical equipment and supplies. In some cases, we have equipment that is similar to the requested item but is not exact. You must verify with your qualified physical/occupational therapist or physician or health care professional that the substituted item is acceptable and, if it is found out later not to be, cease using it and return it to RMMOR.
- RMMOR cannot vouch for the condition of the equipment you receive. Most equipment we receive has been used. While we do our best to clean equipment and identify equipment and supplies that are not suitable for donation, we are not qualified professionals. Equipment and supplies must be accepted on an “as-is” and “at your own risk” basis. Any maintenance, repair, or replacement of parts is the sole responsibility of the undersigned recipient and their caregivers.



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- The recipient (and the parent, guardian, caregiver, or representative) acknowledges that he/she has voluntarily requested a donation of medical/healthcare equipment or supplies from RMMOR or has voluntarily purchased medical/healthcare equipment or supplies from RMMOR based on advice from their healthcare provider. The recipient acknowledges that they can purchase medical equipment and healthcare supplies that are new and guaranteed from a retail dealer instead.
- The recipient is aware that any prescriptions, maintenance costs, modifications, safety requirements, or other conditions necessary for use of said equipment or supplies are the sole and exclusive responsibility of the recipient. Use of said equipment or supplies is at the sole and discretionary risk of the recipient, and misuse, or use without supervision of a qualified physical/occupational therapist or physician, could result in harm. RMMOR is not liable for any injury, damage, or other adverse event, nor is RMMOR liable for verifying the accuracy of prescriptions presented by or claims made by the recipient.
- RMMOR reserves the right to refuse equipment or supplies to anyone because the potential recipient is suspected of being dishonest, because RMMOR staff believe the recipient will not properly/safely use the equipment or supplies, or for any other reason that RMMOR feels placing the equipment will be a liability.
- RMMOR makes no representation, claims, or guarantees as to the condition, cleanliness, or suitability of its medical equipment or healthcare supplies. The recipient acknowledges that the donated items are “as-is” and “at your own risk,” and any necessary training, maintenance, repair, or parts replacement is the sole responsibility of the recipient. Using second-hand medical equipment and supplies has inherent risk, and by signing the recipient agrees to NOT hold RMMOR liable for any harm.
- The recipient (and/or caregiver or representative) has carefully read this Liability Release and the Policies and Terms of Use, and fully understands their contents. The recipient is aware that this is a release of liability and a contract between the recipient (and/or the caregiver or representative) and RMMOR and its affiliates. The recipient acknowledges that he/she has received a copy of this release and contract for their records, and if signing as the caregiver or representative, will ensure that the user of the equipment or supplies fully understands and agrees to its contents. The recipient signs the release of his/her own free will and truthfully provided all information.



# GOOD HEALTH WILL POLICIES & TERMS OF USE

## POLICIES AND TERMS OF USE FOR ROCKY MOUNTAIN MEDICAL OUTFITTING & RECYCLING (RMMOR) D.B.A. GOOD HEALTH WILL

### *PURPOSE:*

Rocky Mountain Medical Outfitting and Recycling (RMMOR), commonly known by its trade name Good Health Will, is an equal opportunity 501(c)3 nonprofit organization (#20-4683507) dedicated to providing medical equipment and healthcare supplies at low-cost to the general public for personal homecare use, and to recycling medical equipment and healthcare supplies by accepting donations.

### *PROCESS:*

RMMOR acquires medical equipment and healthcare supplies through two means: donations and wholesale purchasing. Most items in RMMOR's warehouses are donated. RMMOR does not consign items, purchase used items, or trade/swap equipment or supplies in lieu of payment.

### *SELECTION:*

RMMOR strongly recommends that clients choose medical equipment and healthcare supplies with the assistance of their healthcare provider (nurse, therapist, doctor, etc.). RMMOR staff are not healthcare professionals, nor trained in the use of any medical equipment or healthcare supplies. Any comments that RMMOR staff make are not to be construed as professional advice that supersedes the directions of your healthcare provider.

RMMOR is essentially a volunteer-run thrift store. All items are sold AS-IS and are to be used at the client's risk. Clients are responsible for ensuring that the equipment and supplies they acquire are sanitized and/or are safe to use, as well as for knowing how to properly and safely use them under their healthcare professional's advice. There are no warranties or guarantees. RMMOR tries to ensure that all equipment and supplies are in usable condition to the best of their limited knowledge, but since staff are not professionals, equipment and supplies may be missing pieces or parts that are not obvious. It is impossible for staff to know if items were donated due to a fault or problem, or if they were exposed to infectious disease or infestations. RMMOR is not liable for any problems, injuries, or other events involving equipment or supplies acquired here. RMMOR reserves the right to "triage" equipment and supplies to the people most in need.

### *PURCHASES:*

At the discretion of RMMOR staff, healthcare providers may take donated items with the promise that the client will mail in their payment. All sales are AS-IS and RMMOR makes no guarantees of an item's performance or longevity (whether donated or wholesale).

### *DELIVERY:*

Clients are responsible for the safe pick-up, removal, and delivery of their purchases from the warehouse. Clients should not expect RMMOR staff to assist them with any lifting, moving, or loading of medical equipment. RMMOR is not responsible for equipment that works at the RMMOR warehouse but does not work after being transported by the client, nor for equipment and supplies damaged by the client.



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### *LIABILITY:*

The person signing the release form (the recipient) assumes all liability for the medical equipment and healthcare supplies acquired at RMMOR. If the recipient is acquiring the equipment/supplies for a family member or friend or client, then the recipient is responsible for informing the intended user of the perils and conditions of its use, and for providing a copy of the receipt with the release form and a copy of these policies.

When equipment or supplies are no longer needed: As a condition of being able to acquire expensive medical equipment and healthcare supplies at low or no cost via a nonprofit organization, recipients agree to donate their equipment or supplies back to RMMOR if they are no longer being used. By signing the release form, recipients agree that they will NOT sell items acquired at RMMOR or allow them to be sold or discarded by others. If the recipient does not want to make this agreement then they must notify RMMOR staff, who will provide a different, higher pricing structure for the items being acquired.

### *RETURNS/EXCHANGES:*

In-store credit is given for the return of donated items within 30 days of purchase (within 7 days of purchase for wholesale items in unopened, original packaging).