

American Legion Post 149

Release of Equipment Liability Waiver

I, _____ (named individual) do hereby understand that I will be held responsible for any and all costs and fees that may arise due to intentional or unintentional damage, theft, loss or misuse of the described equipment that belongs to American legion Post 149. I understand that I am authorized the use of the below listed equipment from _____, 20____ until _____, 20____.

Listed equipment: Tracked Wheelchair (a.k.a. Action Trackchair) and Trailer

By his/her signature below, the named individual voluntarily agrees to assume and/or incur all risk of loss, impairment, damage or injury of whatever kind, including death, that may be sustained or suffered by the authorized use of the equipment whether or not the result in whole or in part of acts or omissions, negligence or other unintentional fault of the American Legion Post 149. In addition, the named individual (including his/her heirs, assigns and personal representatives) agrees to release, hold harmless, and indemnify American Legion Post 149 from and against any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including attorneys' fees) on account of property damage or personal injury (including death) arising out of or attributable to the individual's use of the above listed equipment. This waiver covers American Legion Post 149 and all their officers, directors, volunteers, employees and/or representatives.

The undersigned acknowledges that he/she has read and understands this document.
Executed as of this _____ day of _____ 20_____.

Name: _____

Address: _____

Signature: _____

Legion Post 149 Volunteer Representative: _____

Should the user of the equipment be under age 18, their "parent/legal guardian" must be listed as "named individual" and sign this Release of Equipment Liability Waiver.