



*Hope through help*

## Insulin Pumps for Underinsured Mellitus Patients (IPUMP) Assistance Program Disclaimer, Waiver and Release of Liability

**Before receiving your insulin pump you will need to read, understand, and sign this form.**

### **1.0 Terms and Conditions.**

By signing this form I \_\_\_\_\_ understand and agree to the following terms and conditions:

- I understand and agree that unless the IPump.org, Inc. Board of Directors has specifically waived the recertification fee that I am solely responsible for any and all amounts incurred by the recertification of the insulin pump up to a maximum of two hundred dollars (\$200.00).
- I understand and agree that I must purchase all my own insulin-pump supplies and that IPump.org, Inc. is not responsible for purchasing or otherwise providing any insulin-pump supplies, insulin-pump wear, or software for the insulin pump, regardless of whether the supplies or software are optional or necessary for the use of the insulin pump.
- I understand and agree that safe operation of an insulin pump requires training from a licensed and qualified health professional, facility, or insulin-pump manufacturer, and that I am solely responsible for arranging for and obtaining the necessary training. I understand and agree that IPump.org, Inc. is not responsible to train me in the use of the insulin pump, or for referring me to the proper person or facility for training.
- I understand and agree that IPump.org, Inc. is not making any promise or warranty to me concerning the operation of the insulin pump provided to me, or its fitness for my use in light of my medical condition.
- I understand and agree that I am solely responsible for any and all maintenance, repairs, care, and continuing training or education required now and in the future for the insulin pump. I understand that IPump.org, Inc. will not pay for, and is not responsible for, any and all software or insulin-pump upgrades, recalls, repairs, or maintenance that the insulin pump may require once it has been delivered to me.
- I understand that ownership and all responsibilities of ownership are transferred to me.
- I understand and agree that should I no longer use the insulin pump for my own personal medical care I will immediately return the insulin pump to IPump.org, Inc.
- I understand and agree that I am prohibited by federal and state law from giving the insulin pump away to any private individual or facility not licensed to receive insulin pumps.
- I understand and agree that federal and state law forbids me from selling the insulin pump to any individual or business either privately or publicly.

**I have read, understand, and agree to the foregoing “Terms and Conditions:”** \_\_\_\_\_  
Initial and Date

**2.0 Waiver and Release of Liability.** By signing this form I understand and agree to the following terms for Waiver and Release of Liability:

- I understand and agree that I am being provided an insulin pump from IPump.org, Inc. because I requested one from it.
- I understand that the insulin pump that I receive has been donated to IPump.org, Inc. and was then sent by IPump.org, Inc. to the manufacturer for inspection and recertification.
- I understand and agree that IPump.org, Inc. has not made any promise to me about the condition of the insulin pump, the manner in which it operates, or its fitness for my use given my medical condition.
- I understand and agree that if the insulin pump fails to operate properly, or is recalled, or is defective, I will make no claim against IPump.org, Inc. for any personal injuries or economic damages.
- I understand and agree that if the insulin pump fails to operate properly, or is recalled, or is defective, that IPump.org, Inc. is under no obligation to provide me with a replacement pump, nor to repair or replace the pump provided to me.
- I understand and agree that safe operation of an insulin pump requires training from a qualified professional, and that I am solely responsible for obtaining the necessary training. I agree that I will not make any claim against IPump.org, Inc. that is based in any way on the training that I receive, received, or did not receive, in the operation of the insulin pump provided to me.

By signing below I and by accepting delivery of an insulin pump, I understand and agree that I am waiving and releasing any claim that I might have against IPump.org, Inc., based on any legal theory, that may arise in any way from the use, misuse, performance of, or operation of the insulin pump that I receive. This waiver and release extends to, but is not limited to, claims that arise from the use and/or misuse of, or failure of, or defect in: insulin; the insulin pump and any and all optional and/or necessary supplies including but not limited to tubing, cannula sets, batteries, adhesives, solvents, sterile dressings; or relating to any training or lack thereof concerning use of the insulin pump. This waiver and release extends to all potential claims, including claims for personal injury, economic losses, emotional distress, and death.

Simply put, I agree that I will not make any attempt at any time to hold IPump.org, Inc. responsible or liable for *anything* relating to the insulin pump or its use, or its disposal that it provides to me. This waiver and release extends to claims against IPump.org, Inc. its board members, employees, agents, and affiliates.

**I have read and understand the foregoing “Waiver and Release of Liability” and I agree to its terms:**

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Initial and Date

Insulin Pumps for Underinsured Mellitus Patients (IPUMP) Assistance Program  
Disclaimer, Waiver and Release of Liability (continued)

**3.0 Signature of Agreement.** By signing below, I understand and agree to all the terms and conditions set forth above in this entire Form IPUMP-DWRL-01, "Insulin Pumps for Underinsured Mellitus Patients (IPUMP) Assistance Program, Disclaimer, Waiver and Release of Liability."

\_\_\_\_\_  
Print your Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date