



Dear \_\_\_\_\_ (“Recipient”)

\_\_\_\_\_  
\_\_\_\_\_

IM ABLE Foundation (“IM”) is pleased to inform you that your grant application dated \_\_\_\_\_ for [insert equipment] (“Equipment”) has been conditionally approved. As a condition of IM donating such Equipment, you, as the Recipient, must read and sign the following Acknowledgement and Release (“Release”).

**Acknowledgement and Release**

Recipient hereby acknowledges its full and complete agreement to the following terms and conditions:

1. **No Warranties.** Recipient acknowledges that IM is not the manufacturer of the Equipment and, therefore, cannot make any representations or warranties concerning the Equipment, including any warranty of merchantability or fitness for a particular purpose and hereby disclaims any implied or express warranties concerning the Equipment. Recipient is receiving the Equipment “as-is, where-is.” Recipient represents and warrants that there have been no representations or promises made by IM which Recipient relied upon in connection with this Release and is not being induced to enter into this Release by anything other than the written words contained herein.

Initial: \_\_\_\_\_

2. **Assumption of Risk.** Recipient fully acknowledges that use of the Equipment may be an inherently dangerous activity. IM does not provide any training on how to operate the Equipment nor does it hold itself out to be an expert on such Equipment. IM hereby recommends that Recipient obtain the necessary training to understand how to fully operate and maintain the Equipment. Recipient hereby assumes all risks associated with the use and operation of the Equipment, including, but not limited to: falls, collision, the weather, road conditions, use, misuse or theft, including any and all injuries, damages or claims which may be attributable to IM’s negligence.

Initial: \_\_\_\_\_

3. **Release.** Recipient, individually and/or on behalf of its successors, assigns, and heirs, hereby fully releases and discharges IM, its respective officers, directors, shareholders, employees, affiliates and assigns from any and all claims, actions, suits, obligations, covenants, indemnities, damages, rights or judgments, including any of the foregoing which may be caused, or

**IM ABLE Foundation**

[www.getupandmove.org](http://www.getupandmove.org)

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**220 PARK ROAD NORTH BUILDING 7 WYOMISSING, PA 19610 610.413.9795**

*The IM ABLE Foundation is a registered 501 (c) (3). The official registration and financial information of The IM ABLE Foundation may be obtained from the PA Dept of State by calling toll-free, within PA, 1-800-732-0999. Registration does not imply endorsement*



alleged to be caused, by IM's negligence or willful misconduct (collectively "Claims"), in connection with Equipment, including, but not limited to, Recipient's use, possession and acceptance thereof regardless of the cause of such Claims, whether arising in tort, contract, statute or otherwise. Recipient further agrees to indemnify IM to the fullest extent permitted by law in connection with any such Claims.

Initial: \_\_\_\_\_

4. **Contribution.** Individuals and Organizations receiving grants from the Foundation must agree to provide IM ABLE an impact statement and photo or video detailing how the equipment has impacted your life or organization. The impact statement/photo or video must be provided within 3 months of receiving your equipment and may be used on the IM ABLE website, organization brochures, and other marketing materials, including online social networking sites. Your impact statement may include photographs and moving pictures designed to inspire other individuals in support of the Foundation's stated mission and ongoing initiatives. Recipient is also required to "Pay it Forward" by participating or attending at least three IM ABLE events the first year following the approval of the grant. During this period the equipment is considered to be on loan to the recipient. At the end of the first year, IM ABLE and the recipient will decide whether to transfer ownership permanently. Recipients are strongly encouraged to include the Got the Nerve? Triathlon as one of the three events. IM ABLE is supported largely through the generosity of individuals, businesses and foundations, who make it possible to provide grants for adaptive sports equipment and attendance by past recipients allows these donors to see the impact of their gifts and is critical to our ongoing success.

Initial: \_\_\_\_\_

5. **Equipment.** Recipient may not sell or gift equipment received from IM ABLE or purchased through a grant from IM ABLE to another individual or organization. Unused equipment must be returned to IM ABLE.

Initial: \_\_\_\_\_

**IN WITNESS WHEREOF**, having read and understood the terms hereof, Recipient has executed this Release individually and/or on behalf of its duly authorized representative on the date set forth below.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Individual/Authorized Signatory

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