

MEDICAL Equipment LOAN AGREEMENT, WAIVER AND RELEASE

This Equipment loan agreement is made between ROWHEELS, INC (LOANER) AND End User (BORROWER), whose address is:

Name: Alan Stanley

Address: 92 Queen Elizabeth Drive

City, State, Zip: Charlottetown, PE, Canada, C1A 3E9

Phone: 902 629 0718

LOAN OF EQUIPMENT

In consideration for being allowed to borrow the Equipment without charge, Borrower hereby agrees as follows:

1. Borrower will inspect the Equipment prior to taking possession of it, and shall notify LOANER if the Equipment appears to be broken, malfunctioning, or otherwise unsafe. Borrower shall not take possession of the Equipment if Borrower believes the Equipment to be unsafe or if the Borrower believes he will be unable to operate the Equipment safely and responsibly.
2. Borrower acknowledges that he/she is taking possession of and will use the Equipment “as is” and “with all faults,” and that LOANER has disclaimed all warranties. There is no warranty that the Equipment will be fit for a particular purpose. Borrower acknowledges that he/she assumes all risks resulting from the loan and/or use of the Equipment.
3. Borrower will maintain possession of the Equipment throughout the duration of the trial period until such time as the Equipment will be returned to LOANER.
4. Borrower will properly maintain and care for the Equipment. Borrower will notify LOANER and obtain LOANER’s written consent before performing any modifications or repairs to the Equipment.
5. Borrower will not lend the Equipment to any other individual, or allow any other individual to use the Equipment in any manner.
6. Borrower will obtain adequate liability insurance for the Equipment, and will hold harmless and indemnify LOANER from any claim of liability for any losses or damages allegedly caused by the Equipment.
7. Borrower hereby releases, discharges, indemnifies, and agrees not to sue LOANER or any of its officers, directors, agents, employees or insurers (the “Releases”) on account of

any injury, loss or damage, including death and damage to property, caused or alleged to be caused by the Equipment, whether such injury or loss was caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise.

8. The period of this loan agreement will be 14 days after date of delivery. If it is deemed that the use of the Equipment is not being used effectively or responsibly, LOANER can ask for return of such loaned Equipment at any time. Borrower will clean the Equipment and return it to LOANER no later than 14 days from the date of delivery.

9. During the term of this agreement, LOANER agrees to loan Equipment to Borrower on a no-charge basis. Borrower understands that the value of the Equipment is \$ 5400.00. Borrower agrees to exercise care of loaned Equipment during term. If Borrower deliberately misuses or damages the Equipment provided by LOANER and it is deemed not repairable, BORROWER agrees to pay for the replacement or repair of the Equipment.

10. It is understood that the borrower will not resell loaner Equipment to any individual, organization or by any other means.

GENERAL RELEASE

I hereby authorize Rowheels, Inc to publish, re-purpose photographs, my name and likeness, quotes for use in Rowheels, Inc print, on-line, and any other sales and marketing related materials.

I hereby release and hold harmless Rowheels, Inc from any reasonable expectation of privacy or confidentiality associated with my name, photo, video, quote, etc.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with any stated above activities. I also acknowledge and agree that I have no rights of ownership or royalties to above materials being used by Rowheels, Inc. I also acknowledge that Rowheels, Inc will from time to time contact me to ask me questions of my experiences with their product and my data will be collected and repurposed where Rowheels, Inc determines is appropriate. I hereby agree that Rowheels, Inc can contact me as often as they feel appropriate during this loaner agreement timeframe.

I hereby release Rowheels, Inc, its contractors, employees, providers, distributors and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

Legal

This agreement is bound by the laws in the State of Wisconsin.

By signing below, End User agrees to the above terms and conditions. BORROWER HAS READ LOANER'S Equipment INSTRUCTION MANUAL, THIS AGREEMENT, WAIVER AND GENERAL RELEASE, UNDERSTANDS THAT HE/SHE GIVES UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT KNOWINGLY AND VOLUNTARILY.

Name of End User:

Alan Stanley

June 14, 2019
Date: _____

Rowheels, Inc

Date: _____