



## Service Partner & Vendor Registration

**Professional's Name:** \_\_\_\_\_  
Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
City: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Country: \_\_\_\_\_ Email Address: \_\_\_\_\_

Professional Degree(s): \_\_\_\_\_  
Certifications Held: \_\_\_\_\_  
Years in Practice: \_\_\_\_\_  
Areas of Expertise: \_\_\_\_\_  
Professional License Issuer, Number: \_\_\_\_\_  
Professional Liability Insurance Provider: \_\_\_\_\_  
Insurance Coverage per Occurrence and Aggregate: \_\_\_\_\_

Current Legal Proceedings / Legal Adjustments Against:

Reference #1 Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Reference #1 Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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**Name of Organization:** \_\_\_\_\_  
Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
City: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Country: \_\_\_\_\_ Email Address: \_\_\_\_\_

Years in Business: \_\_\_\_\_  
Areas of Expertise: \_\_\_\_\_  
Applicable License Issuer, Number: \_\_\_\_\_  
Liability Insurance Provider: \_\_\_\_\_  
Insurance Coverage per Occurrence and Aggregate: \_\_\_\_\_

Consumer Protection Complaints:

Better Business Bureau Complaints:

Current Legal Proceedings / Legal Adjustments Against:

## Terms of Use and Waiver

By The Client, Professional Service Provider and Medical Equipment Vendor  
For Any Equipment/Services Provided Through Ability Found

### PAYMENT FOR EQUIPMENT AND SERVICES

The undersigned understand, certify and agree, and each of them individually, that this equipment and the associated service is donated free of charge by a public supported charity, Ability Found. That before applying the client, professional service provider, and medical equipment vendor have taken the effort to obtain this equipment and/or services using individual, family, insurance, and government sources of funds. That for the equipment and services provided there are no financial transactions between the client, service partner, and/or vendor, other than what is paid by Ability Found.

### RELEASE OF IMAGES, CORRESPONDENCE AND NAME

The undersigned understand, certify and agree that they will allow, pictures to be taken of them, those individuals associated with their care and their environment, to help determine the equipment, and the fitting, training and insulation associated with the donation. That unless each of them individually opt out in writing, they give Ability Found permission to use any photographs, video, images, audio, written correspondence and use of their name for general charitable purposes of Ability Found which would include publications and websites.

### STANDARDS FOR BUSINESS

The undersigned understand, certify and agree, and each of them individually, are not board members, management, or employees, have no contractual relationship, and act, provide services, or carry on business completely independent of Ability Found, except as contained in this Equipment Evaluation and Placement Form. The professional service provider and/or the equipment vendor will stand behind the equipment and/or service they provide, deliver what is ordered in an accurate, reliable and timely manner. That the exact equipment specified in the Equipment Evaluation and Placement Form will be delivered unless otherwise specified, accessories will not be added that are unbeneficial or unnecessary, new equipment will be delivered unless otherwise stated and equipment and/or services will be priced at the lowest cost that any customer is given. That payment covers the cost of reasonable service calls and adjustments that might be required to ensure the equipment works as needed.

### STANDARDS FOR QUALITY OUTCOME

The undersigned understand, certify and agree, and each of them individually, that if this equipment is used in any way other than what is indicated by the manufacturer, by qualified professional health care and/or service providers, and/or the equipment vendor(s), it can be detrimental to the health and safety of the user. That this equipment will be used according to the manufactures specifications and under the supervision of qualified health care and/or service providers. That the professional service provider and/or the equipment vendor are familiar with the equipment placed, will examine all equipment provided to ensure that it has all necessary parts and is in proper working order, that it has the proper manufacturer's specifications for weight, size and features. That nothing will be done to void the manufacturer's warranty, and that the best effort has been made to ensure that the equipment will provide at least three years beneficial use to the client(s). That the professional service provider and/or the equipment vendor are familiar with the environment wherein the equipment will be used and will ensure a safe and appropriate use within the environment, will adjust the equipment to the size, weight, capabilities, and use of the client(s), will train the client on the use of the equipment, will monitor the use of the equipment while the client(s) is under their care.

### LIMITS OF RESPONSIBILITY

The undersigned understand, certify and agree, and each of them individually, that the only charitable mission of Ability Found is to donate medical and rehabilitation equipment to those who qualify for their services. That the mission of Ability Found does not include installing, fitting, modifying, cleaning, enhancing, adjusting, servicing, repairing, guaranteeing or warranting the equipment it donates. That if the equipment donated by Ability Found is new, the only warranties or guarantees of any kind that might apply are those that might be offered by either the manufacturer or vendor. That if the equipment donated by Ability Found is used or refurbished, the equipment is accepted by both the service provider and client in "as is condition" with no warranties or guarantees of any kind. That Ability Found will make an effort, before used equipment is donated, to check that the equipment functions properly and is suitable for use. That if the client or service provider has an issue about the function or suitability of used "as is" equipment they can, at their own expense, hire an independent medical equipment vendor to check and certify that the equipment is working safely, properly and is fit for use. That after equipment is donated by Ability Found and is initially placed, fitted and adjusted to the client, the equipment manufacturer, medical equipment vendor or professional service provider, do not have any obligation to re-install, re-fit, modify, enhance, clean, adjust, service, repair or warrant the equipment. That after the equipment is donated by Ability Found and is initially placed with the client, the equipment manufacturer, equipment vendor, and/or service provider can, independent of Ability Found, charge for additional equipment or services deemed necessary.

### CORRECT AND ACCURATE INFORMATION

The undersigned understand, certify and agree, and each of them individually, that all images and information provided to Ability Found are correct and accurate to the best of their knowledge.

### RELEASE AND WAIVER OF LEGAL ACTION

The undersigned understand, certify and agree, and each of them individually, hereby waive, release, acquit, and forever discharge Ability Found, a Utah Non-Profit Corporation, it owners, officers, directors, employees and agents, and each of them individually, and further agree to indemnity such parties from any and all claims, demands, actions, causes of action, damages, liabilities, losses and judgments arising from or in any way connected to the design, manufacture, repair, material, condition, fitting, placement, adjustments, installation, structural addition, modification, wiring, and/or use of any and all equipment, devices(s) or apparatus(es) which are designed by, purchased, repaired, assembled, used or obtained from Ability Found and any malpractice, as defined by current generally accepted best practice standards, performed by the professional service provider and/or the medical equipment vendor, or those associated with them in their practice or business, in the course of providing any service or having any interaction with the client, including, specifying, documenting, fitting, adjusting, training, advising, diagnosing, and/or treating the client during the placement of equipment obtained from Ability Found. That any and all disputes between any party signing the agreement and Ability Found will first be submitted to non-binding mediation in Salt Lake County, State of Utah and to the greatest extent possible the laws of the State of Utah will be applicable to any dispute between the parties to the agreement.

With my signature I acknowledge that I have read and understand and accept the above Terms of Use and Waiver

Client/Legal Guardian Signature  
Printed Name

Date

Service Partner Signature  
Printed Name

Date

Medical Equipment Vendor Signature  
Printed Name

Date