

Easy Does It Wheelchair Repair Liability Waiver

Easy Does It Emergency Services (EDI) provides wheelchair repair services to the community. Clients need to understand that some wheelchairs are poorly designed and do not function as advertised by the manufacturer. After EDI repairs, the wheelchair may stop functioning in one day or one month because of the poor design or because of the inferior materials used to make the wheelchair. Before receiving these repair services, clients are required to acknowledge and accept the following terms to protect both the client and Easy Does It.

1. Acknowledgment of Services

I understand that the staff of Easy Does It will perform wheelchair repair services to the best of their ability. These services may include, but are not limited to:

- Mechanical adjustments,
- Replacement or repair of parts and that EDI is utilizing used parts.
- Necessary maintenance of upholstery, joysticks and electrical connections.
- Replacement of batteries with EDI used batteries, which have limited mileage.

2. Assumption of Risk

I acknowledge that:

- Wheelchair repairs will not restore the device to the original manufacturer condition.
- Repairs may not be permanent and may require follow-up or manufacturer service.
- Using a wheelchair that is recently repaired involves inherent risks, including the possibility of equipment failure.
- I voluntarily assume all risks associated with the use of my wheelchair after repair service is performed.

3. Manufacturer's Warranty

It is my responsibility as the owner of the mobility equipment to inform EDI repair staff, if the equipment is under the manufacturer's warranty. EDI repair staff will only proceed to do repair work if the equipment is NOT under a manufacturer's warranty. If your wheelchair has a manufacturer warranty requiring that all repair work be performed by a man-

manufacturer- authorized wheelchair repair facility, EDI will not be able to repair your mobility equipment.

4. Release of Liability

To the fullest extent permitted by California law, I hereby release and hold harmless Easy Does It, its officers, employees and volunteers from all potential liability claims, damages, or expenses, including but not limited to personal injury, property damage, or death, arising from or related to wheelchair repair services provided by Easy Does It.

5. Limitations

I acknowledge that:

- This waiver does not release Easy Does It from liability for gross negligence, willful misconduct, or violations of California law.
- This waiver does not affect any manufacturer's warranty or rights I may have under California consumer protection laws.

6. Client Responsibility

I understand that it is my responsibility to:

Regularly inspect my wheelchair after repairs and to properly clean and maintain the wheelchair.

- Use the mobility equipment in a safe manner,
- Arrange follow-up or manufacturer-authorized repair service if needed

7. Acknowledgment of Understanding

By signing this waiver, I acknowledge that I have read and understood this agreement, that I am at least 18 years old (or have a legal guardian signing on my behalf), and that I am voluntarily giving up certain legal rights.

All Repair Clients will be required to sign this waiver before our team can work on their devices.

