

**INSULIN PUMPERS FOUNDATION
PUMP ASSISTANCE PROGRAM
TERMS AND CONDITIONS OF PARTICIPATION**

As a condition of your (the "**Patient**") participation in the Pump Assistance Program (the "**Program**") of Insulin Pumpers Foundation ("**Insulin Pumpers**"), please read and initial each condition and sign below where indicated to show that you agree with the terms and conditions of the Program. Subject to your meeting and maintaining the eligibility requirements, Insulin Pumpers may provide an insulin pump ("**Equipment**") to your physician or health care provider on your behalf based on your agreement to the terms and conditions set forth below. ***In the event the Patient is under the age of 18 years old, a parent or legal guardian must sign below on the Patient's behalf.***

1. **Eligibility.** Equipment is available through Insulin Pumpers through the generosity of donors that have made directed donations of their pumps for the benefit of economically disadvantaged members of the diabetes community. Insulin Pumpers determines which eligible applicants receive Equipment in its sole discretion based on eligibility criteria. (initial here) _____

2. **Medical Insurance.** Patient does not possess medical insurance covering the expenses of an insulin pump and related supplies, and Patient acknowledges that eligibility for continued participation in the Program requires that Patient will not possess such medical insurance. _____

3. **Financial Need.** Patient has provided Insulin Pumpers with an accurate statement of financial need and will update such information as required by Insulin Pumpers. _____

4. **Personal Information.** Patient acknowledges and agrees that Insulin Pumpers may share Patient's personal health and financial information with Insulin Pumpers' staff and the Program's selection committee for the purpose of evaluating Patient's participation in and eligibility for the Program and, to the extent necessary, with the distributor(s) of the Equipment. _____

5. **Equipment Ownership.** Patient understands and agrees that all Equipment provided under the Program is from a directed donation to Patient's physician or healthcare provider from donors to the Program _____

6. **Equipment Use and Maintenance.** Patient shall be the only user of the Equipment. Patient will inspect the Equipment regularly. Patient

agrees to maintain the Equipment in good and working condition. _____

7. **Release and Waiver.** Patient understands and acknowledges that any Equipment provided under the Program is provided "**AS-IS**" without warranty of any kind. Patient assumes the responsibility for the use and operation of the Equipment and agrees to use the Equipment only as directed by, and under the supervision of, Patient's physician and consistent with the manufacturer's instructions. PATIENT RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE INSULIN PUMPERS, ITS DONORS, ITS OFFICERS, DIRECTORS, AGENTS, OR DISTRIBUTORS OF THE EQUIPMENT FROM ALL CLAIMS OF LIABILITY ARISING OUT OF PATIENT'S USE OF ANY EQUIPMENT PROVIDED UNDER THE PROGRAM. _____

8. **General.** Patient may cease participation in the Program at any time. Insulin Pumpers may terminate Patient's participation in the Program in the event Patient breaches the terms of these terms and conditions. Sections 4-6 shall survive termination of these terms and conditions. Patient may not assign its rights or delegate its duties under these terms and conditions either in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Insulin Pumpers. These terms and conditions shall be governed by the laws of the State of California. In the event that any of the provisions of these terms and conditions shall be held by a court or other tribunal to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties. The waiver of any breach or default of these terms and conditions will not

constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. _____

PATIENT:

Name of Patient (print)

Signature of Patient (or parent or guardian if Patient is a minor)

Relationship, if Patient is a minor

Date