

## ZeroApnea.org Patient Commitment Questionnaire and WAIVER OF LIABILITY – RELEASE OF CLAIMS

### Our Mission :

ZeroApnea.org is a volunteer-run, charitable organization committed to providing refurbished CPAP machines to individuals who need them, free of charge. We aim to assist those who face barriers to accessing necessary medical equipment. This program relies entirely on donations, volunteers, and community support.

To ensure the responsible use of the machines and to protect our organization, we ask that you carefully review and agree to the following commitments before receiving your CPAP machine.

<b>Date:</b>	
<b>Recipient Name:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	

### Type of Machine Requested:

<b>CPAP</b>	
<b>Auto CPAP</b>	
<b>Other</b>	

**Please read and initial each section to indicate your understanding and agreement with the following:**

#### 1. Nonprofit Nature of the Program:

I understand that **ZeroApnea.org** is a nonprofit organization, and the machine I may receive was generously donated by a previous user. I recognize that the organization does not profit from these donations and operates solely to help individuals in need. I acknowledge that ZeroApnea.org's ability to provide machines depends on the availability of donations and the support of volunteers. (Initials: \_\_\_\_)

#### 2. Program Purpose:

I understand that the primary purpose of this program is to supply refurbished CPAP machines to individuals who need them, based on medical necessity. I acknowledge that the equipment I receive is provided in good faith, without any warranty or expectation of future services or support. (Initials: \_\_\_\_)

#### Confidentiality Clause:

"ZeroApnea.Org is committed to protecting the confidentiality of all personal information provided by our donors. This information will be used solely for the purpose of our recycling initiative and will not be sold, exchanged, or disclosed to third parties without the explicit consent of the donor, except as required by law."

#### Clause de Confidentialité :

"ZeroApnea.Org s'engage à protéger la confidentialité de toutes les informations personnelles fournies par nos donateurs. Ces informations ne seront utilisées que dans le cadre de notre initiative de recyclage et ne seront ni vendues, ni échangées, ni divulguées à des tiers sans le consentement explicite du donateur, sauf si requis par la loi."

**3. No Medical Advice:**

I acknowledge that **ZeroApnea.org** does not offer medical advice, diagnosis, or treatment. The responsibility for determining the correct machine for my condition lies with my healthcare provider. I will consult my doctor or respiratory specialist for any medical questions or concerns regarding my condition or the use of the CPAP machine. (Initials: \_\_\_\_)

**4. Proof of Medical Need:**

I agree to provide my sleep study results or a valid prescription from my doctor to confirm my medical need for a CPAP machine. I understand that without this documentation, I will not be eligible to receive a machine. (Initials: \_\_\_\_)

**5. Accuracy of Information Provided**

I acknowledge that it is my responsibility to ensure the accuracy of the information I provide about the type of machine I need. If the machine I receive does not match my needs due to incorrect information provided, I will be required to return the machine and may be placed back on the waiting list. (Initials: \_\_\_\_)

**6. Responsibility for Pickup or Delivery:**

I understand that **ZeroApnea.org** relies on volunteers for local deliveries within Ottawa. If I cannot pick up the machine from ZeroApnea.org's office in Ottawa, I agree to arrange delivery at my own cost within the province of Ontario. I understand that ZeroApnea.org does not have funding for delivery services and that volunteers are only available within the Ottawa region. (Initials: \_\_\_\_)

**7. Condition of the Machine ("As-Is"):**

I accept that the CPAP machine I receive is provided "as-is," without any guarantees or warranties regarding its condition, functionality, or suitability for my specific needs. I acknowledge that **ZeroApnea.org** refurbishes machines to the best of its ability but cannot be held responsible for any defects, malfunctions, or issues arising from the use of the equipment. (Initials: \_\_\_\_)

**8. User Guide and Maintenance:**

I understand that I am responsible for the correct use and maintenance of the CPAP machine. If a manufacturer's user manual is not included with the machine, I will refer to the manufacturer's website for proper usage instructions and maintenance guidelines. (Initials: \_\_\_\_)

**9. Return of the Machine if No Longer Needed:**

I agree to return the CPAP machine to **ZeroApnea.org** if I no longer require it for my medical condition. I understand that this equipment is in high demand, and returning it allows others in need to benefit from the program. (Initials: \_\_\_\_)

**10. No Resale or Unauthorized Transfer:**

I agree not to sell, transfer, or give away the machine to any third party. The machine is provided solely for my personal medical use. If I no longer need the machine, I will return it to **ZeroApnea.org**. (Initials: \_\_\_\_)

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**11. Acknowledgment of Risks and Responsibility:**

I acknowledge that there are risks associated with using any medical device, including the CPAP machine. I assume full responsibility for any consequences arising from its use. ZeroApnea.org, its volunteers, donors, and affiliates are not responsible for any injuries, health issues, or damages resulting from the use of the equipment. (Initials: \_\_\_\_\_)

**12. Agreement to Indemnify ZeroApnea.org:**

I agree to indemnify and hold harmless **ZeroApnea.org**, its volunteers, donors, directors, and affiliates from any claims, liabilities, or damages arising from my use of the CPAP machine. I understand that ZeroApnea.org has no legal responsibility for any outcomes related to the use of this equipment. (Initials: \_\_\_\_\_)

**13. Limited Availability of Machines:**

I understand that the availability of CPAP machines depends entirely on donations, and there may be delays in receiving equipment. I acknowledge that **ZeroApnea.org** cannot guarantee when a machine will become available or the specific brand or model that will be provided. (Initials: \_\_\_\_\_)

**14. Termination of Program Eligibility:**

I understand that if I violate any of the terms of this agreement, including providing false information or attempting to resell the machine, my eligibility for the program may be terminated. I acknowledge that ZeroApnea.org reserves the right to refuse future services if I do not adhere to these commitments. (Initials: \_\_\_\_\_)

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**By signing below, I confirm that I have read, understood, and agreed to the terms outlined in this document. I recognize that the CPAP machine is provided as a charitable act and that I bear full responsibility for its use.**

**Signature of Recipient:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name of Recipient:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Witness:** \_\_\_\_\_

**Confidentiality Clause:**

"ZeroApnea.Org is committed to protecting the confidentiality of all personal information provided by our donors. This information will be used solely for the purpose of our recycling initiative and will not be sold, exchanged, or disclosed to third parties without the explicit consent of the donor, except as required by law."

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## WAIVER OF LIABILITY – RELEASE OF CLAIMS

### ZeroApnea.org Sleep Apnea Refurbishment Program

**NOTICE:** This is a legally binding document. By signing this Waiver of Liability and Release of Claims, you agree to relinquish certain legal rights and to hold harmless ZeroApnea.org and its affiliates from any and all claims. Please read this document carefully.

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#### 1. General Release of Liability:

By signing this document, I, the undersigned recipient, hereby fully and irrevocably release, discharge, and hold harmless **ZeroApnea.org**, its officers, directors, employees, volunteers, donors, representatives, collaborators, agents, and all individuals or entities associated with ZeroApnea.org, from any and all liability, claims, demands, causes of action, or legal proceedings of any kind arising out of, or in connection with, the receipt, use, misuse, or inability to use the CPAP equipment and/or any associated medical devices or accessories provided through the ZeroApnea.org program.

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#### 2. Assumption of Risk:

I understand that the CPAP machine provided to me is a **refurbished machine** donated by a previous user and is provided "as-is." I accept that the machine may have been used prior to my receiving it and may carry risks associated with such use. I assume all risks related to the machine's condition, functionality, and its use, and I acknowledge that **ZeroApnea.org** makes no representations or guarantees regarding the safety, effectiveness, or suitability of the equipment for my specific medical condition. (Initials: \_\_\_\_)

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#### 3. No Medical Advice or Services Provided:

I acknowledge that ZeroApnea.org does not provide medical advice, diagnosis, or treatment. I am solely responsible for consulting with a qualified healthcare provider to ensure that the equipment provided meets my medical needs and is used appropriately. Any questions regarding my health condition, the correct type of equipment, or the settings of the machine must be directed to my healthcare provider. (Initials: \_\_\_\_)

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#### Confidentiality Clause:

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#### 4. No Warranties or Guarantees:

I understand that the equipment provided by **ZeroApnea.org** is a charitable donation, and the machine is offered “as-is” without any warranties, whether express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, or freedom from defects. I accept full responsibility for using the machine and any accessories provided, knowing that ZeroApnea.org has not made any guarantees regarding the equipment’s performance. (Initials: \_\_\_\_)

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#### 5. Responsibility for Pickup or Delivery:

I acknowledge that **ZeroApnea.org** operates entirely on donations and volunteer time. If I cannot pick up the CPAP machine from ZeroApnea.org’s office in Ottawa, I agree to arrange delivery at my own cost within the province of Ontario. I understand that ZeroApnea.org is not financially responsible for any delivery or shipping costs outside the Ottawa area and that volunteers are only available to assist with deliveries locally. (Initials: \_\_\_\_)

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#### 6. Responsibility for Use and Maintenance:

I accept full responsibility for the correct use and maintenance of the CPAP machine. I acknowledge that **ZeroApnea.org** has provided the machine in good faith and is not responsible for any issues arising from improper use or failure to maintain the equipment. I further understand that a **manufacturer’s user guide/manual** may not be included with the machine, and it is my responsibility to refer to the manufacturer’s website or other reliable sources for instructions on the proper use and maintenance of the machine, depending on the brand I receive. (Initials: \_\_\_\_)

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#### 7. Return of the Machine if No Longer Needed:

I agree to return the CPAP machine to **ZeroApnea.org** if I no longer require it for my medical condition. I understand that the equipment is in high demand, and returning it allows others to benefit from the program. I acknowledge that failure to return the machine, if it is no longer needed, may result in future ineligibility for services from ZeroApnea.org. (Initials: \_\_\_\_)

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### 8. No Resale or Transfer of Equipment:

I agree that the machine provided by ZeroApnea.org is for my personal medical use only. I will not resell, transfer, or give the machine to any third party. If I no longer need the equipment, I agree to return it to ZeroApnea.org as outlined in Section 7. Any attempt to sell or transfer the machine without permission from ZeroApnea.org will result in legal action and termination of future services. (Initials: \_\_\_\_)

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### 9. Acknowledgment of Risks and Indemnification:

I acknowledge that using the CPAP machine carries certain risks, including but not limited to potential malfunctions, defects, or other issues associated with refurbished medical devices. I assume full responsibility for any outcomes related to my use of the equipment. I agree to indemnify, defend, and hold harmless **ZeroApnea.org**, its officers, directors, employees, volunteers, donors, and affiliates from any claims, liabilities, damages, or injuries arising from my use of the equipment. (Initials: \_\_\_\_)

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### 10. Limited Availability of Machines:

I understand that the availability of CPAP machines through ZeroApnea.org depends entirely on donations. I acknowledge that **ZeroApnea.org** cannot guarantee the availability of machines, the brand or model I will receive, or the timeframe in which I will receive equipment. I further understand that delays in receiving equipment may occur due to limited availability. (Initials: \_\_\_\_)

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### 11. Termination of Program Eligibility:

I acknowledge that **ZeroApnea.org** reserves the right to terminate my eligibility for the program if I provide false information, fail to return equipment no longer in use, or attempt to resell or transfer equipment in violation of this agreement. ZeroApnea.org may also terminate my eligibility if I fail to meet the terms outlined in this waiver and the commitment questionnaire. (Initials: \_\_\_\_)

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### 12. Governing Law and Jurisdiction:

This Waiver of Liability and Release of Claims shall be governed by the laws of the Province of Ontario, Canada. Any disputes arising out of or related to this agreement shall be resolved exclusively in the courts of Ontario, and I agree to submit to the personal jurisdiction of such courts. This agreement shall be binding on me, my heirs, executors, administrators, legal representatives, and assigns. (Initials: \_\_\_\_)

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### 13. Final Acknowledgment and Waiver of Rights:

By signing this document, I confirm that I have read, understood, and agreed to all the terms outlined in this waiver. I acknowledge that by signing this waiver, I am voluntarily relinquishing certain legal rights, including the right to sue **ZeroApnea.org** or any of its affiliates for issues arising from the use of the equipment. I sign this waiver freely and without coercion, and I understand that this waiver is intended to be a complete release of liability. (Initials: \_\_\_\_\_)

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**Signature of Recipient:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name of Recipient:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Witness:** \_\_\_\_\_

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