

## Terms and Conditions

### **Scope of Services**

ECFC is an organization of last resort, meaning families have exhausted all other means of getting the needed equipment, that also provides equipment due to time considerations. Our mission, as a reuse organization, is to provide adaptive equipment to children living with disabilities in Maryland, DC, and Northern Virginia, quickly and for free. ECFC also provides families with an option to donate the items they are no longer using so that they may continue being used by another family in need. ECFC accepts gently used adaptive items for pediatric use. View our inventory categories to see the types of items we accept. ECFC is unable to take in medical beds, life support devices or medical supplies, adult sized equipment, and other items over a certain size.

### **Limitations of Services**

ECFC does not offer repair services and does not warrant in any way the condition of the equipment. The equipment donated from ECFC is used and offered as is. It is the responsibility of the client to inspect the equipment upon pickup, to contact the manufacturer for any warranty information or operations manuals, for checking if the equipment has been recalled by going to the FDA website at <http://fda.gov/MedicalDevices/default.htm>. ECFC has no obligation to determine the recall status of the equipment. The client is responsible for any repair or maintenance to the equipment that may be necessary during the period of usage. Items that are not working properly should not be used and returned to ECFC for review.

A child may receive up to 4 pieces of equipment through ECFC within a calendar year, not including accessories, and may not receive items that duplicate service provided. This means that a family may not receive two strollers or two gait trainers, but may receive one stroller and one gait trainer, for example. The requested equipment must serve a child's current need.

Equipment is provided based on available inventory and is first come, first served. ECFC is unable to maintain a "wish list" for specific items.

ECFC does not offer delivery of donated equipment. The family must arrange for pick-up and/or drop off of equipment by appointment. Equipment must be picked up within 3 weeks of request.

### **Referrals**

The suitability and fit of the equipment is to be determined by the user's personal physician or physical / occupational therapist. ECFC does not warrant that the equipment is safe nor suitable for the user and requires the acknowledgement from the client that their personal care provider will fit the equipment to their child and instruct them on the safe and effective usage of the item. Accepting these terms and conditions constitutes that acknowledgement.

### **Use of Equipment**

All equipment distributed by ECFC is done with the purpose of serving an individual's current need, free of charge, and with no time limitations for use. Once the equipment is received by the client, ownership of the equipment goes to the child and caregiver. However, sale of the equipment by the caregiver to another party is considered a violation of the intended purpose of the transaction. It is the intention of

this transaction that, once the child is no longer in need of the item, the client will donate the item back to ECFC.

**Release Agreement**

By agreeing to these terms and conditions, I hereby release and hold harmless ECFC, its personnel and all persons acting on its behalf from any and all claims by me or my child, or any person acting on my behalf or my child's behalf, for any personal injury, loss, liability, expense, or damage including, but not limited to, general, specific, incidental, or consequential damages of any kind or nature whatsoever, arising from the receipt of this equipment or its use.