

## **Release and Waiver of Liability and Hold Harmless Agreement**

I, the undersigned, acknowledge that I understand that the e-NABLE Volunteer Community (“e-NABLE”) is a community of independent volunteers organized to encourage the development and dissemination of mechanical hands and arms for children and adults using 3D printer technology. e-NABLE designs or plans (“Designs”), including the assemblies or component parts (“Components”), are created by individual volunteers and shared under open source licenses. e-NABLE does not certify the Designs or Components operate properly or satisfy any regulatory requirements. This Release and Waiver of Liability and Hold Harmless Agreement (“Agreement”) is meant to reflect the fact that e-NABLE offers these Designs as experimental devices, without warranty of any kind. I, the undersigned, am either the individual recipient of the Design or Component if the individual recipient is an adult under the laws of the relevant jurisdiction, or the parent or legal guardian of the child if the individual recipient is a child under the laws of the relevant jurisdiction.

I agree that any Design or Component furnished by e-NABLE or by any individual associated with e-NABLE is provided “AS IS” and without representations or warranties of any kind, express or implied, and is intended to be a gift. By accepting any Design or Component, I further acknowledge that such Design or Component has not been evaluated or approved by any regulatory authority. Generally, the Design has been developed and produced by one or more members of the e-NABLE volunteer community. These volunteers act independently, without guidance or supervision from e-NABLE or from medical professionals.

I understand that any Design or a Component furnished by e-NABLE is meant to benefit an individual recipient who has need of an assistive hand or arm technology, and is not intended, and shall not be used, for commercial use. I acknowledge and understand the potential risks of the use of the Design or Component and expressly assume such risks.

Furthermore, I release and forever discharge e-NABLE and its volunteers (“Releasees”) from any and all liability for acts or omissions -- including negligent acts or omissions -- causing damage, loss, injury, or death to the individual recipient from the use of the Design or the Component. I agree to defend, indemnify and hold the Releasees harmless from any and all liability or loss -- including liability for negligence -- arising in conjunction with or resulting from the individual recipient’s use of a Design or Component (including all attorney’s fees and expenses incurred by the Releasees).

I further understand and agree that e-NABLE and any individual associated with e-NABLE shall not be liable for any injuries or damages, including any consequential, incidental, indirect, punitive or special damages, resulting from or arising out of the use of the Design or Component provided by e-NABLE or any individual associated with e-NABLE.

Any information provided by e-NABLE and any individual associated with e-NABLE is not intended to be used or relied upon to diagnose or treat a health problem or disease, and e-NABLE makes no claims

regarding the Design or the Components. I understand that it is strongly recommended that I consult with a qualified healthcare provider prior to fitting the Component. I agree to carefully read all labels and heed all directions and cautions that accompany the Components. I understand that any statements made by e-NABLE are for informational purposes only and are not meant to replace the services or recommendations of a physician or other qualified healthcare practitioner.

I acknowledge that this Agreement is governed by the laws of the State of Washington (without reference to its conflict of law provisions) and the parties intend that this Agreement be interpreted as broadly and inclusively as permitted by law. If any portion of this Agreement is found to be invalid for any reason, the remainder of the Agreement shall continue to remain in full force and effect and shall continue to be binding.

I have carefully read the foregoing provisions and understand their contents.

\_\_\_\_\_  
Signature of Individual Receiving an e-NABLE Device

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Individual Receiving an e-NABLE Device

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**If individual receiving an e-NABLE device is under eighteen (18) years old, the following section must be completed:** I have read and I understand this document. I understand and agree that it is binding on me, my child (named above), our heirs, assigns and personal representatives. I acknowledge that I am eighteen (18) years old or more and that I am the parent or legal guardian of the child named above.

\_\_\_\_\_  
Signature of Parent/Guardian of Individual Receiving an e-NABLE Device

\_\_\_\_\_  
Date

Printed Name of Parent/Guardian: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date