GO BABY GO AGREEMENT

In consideration of the parties listed below providing the equipment described herein, I, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, hereby agree as follows:

1. I acknowledge that Children's along with the Board of Regents of the University of Nebraska, acting by and on behalf of the University of Nebraska Medical Center ("UNMC") Physical Therapy students and University of Nebraska at Lincoln ("UNL") engineering students (collectively, the "Parties") are modifying equipment for the Go Baby Go program, which includes modifying electric toy vehicles for use by children with disabilities ("Equipment"). These modifications may include changing the electronics, adding or removing seating components and changing the steering mechanism.
2. I understand that the Parties have made sincere efforts to ensure the Equipment being given to me is safe and in good working order.
3. I understand that the Equipment is provided "as is" and that the Parties have effectively disclaimed any and all warranties, express or implied, related to the Equipment and any modifications thereto, including, but not limited to, warranties of merchantability and fitness for a particular purpose.
4. I understand that the Equipment is a toy vehicle and not a medical device.
5. I understand that ownership of the Equipment is being transferred to me.
6. I acknowledge that use of the Equipment entails known and anticipated risks and understand that such risks cannot be eliminated.
7. I expressly agree and promise to accept and assume all of the risks with the Equipment. My acceptance of the Equipment is purely voluntary, and I have elected to accept it despite the risks.
8. I understand and agree that I will never allow my child to use the Equipment without proper adult supervision.
9. I understand that the Parties are not agreeing to provide physical therapy or occupational therapy to the recipient of the Equipment.
10. I have had the opportunity to ask any questions and have had them answered to my satisfaction.
11. I hereby grant an irrevocable authorization to publicize and use my or my child's name and likeness, including information regarding his/her physical condition leading to the use of the Equipment, in any medium, now and in the future, for purposes of promoting the Go Baby Go program, the Equipment or the Parties.
12. ***I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against the Parties, their trustees, employees, students, volunteers, participants, and all other persons or entities acting on its behalf that relate in any way to the Equipment. In the event of any injury or property damage, I will not make any claim against the Parties for damages or other claims arising from the use of the Equipment.***

By signing this Agreement, I expressly state that I have had sufficient opportunity to read this Agreement in its entirety. I further certify that I have read and understood it, and I agree to be bound by its terms. I further acknowledge that this document contains negligence waiver and warranty disclaimer provisions.

SIGNATURE OF ALL PARENTS/LEGAL GUARDIANS REQUIRED

Signature of Parent/Legal Guardian: _____

Name of Parent/Legal Guardian (please print): _____

Address: _____

Daytime Phone: _____ Date: _____

Signature of Parent/Legal Guardian: _____

Name of Parent/Legal Guardian (please print): _____

Address: _____

Daytime Phone: _____ Date: _____