

First Aid Kit Contract & Waiver

Legal Name: _____

Preferred Name: _____

Phone Number: _____

Email: _____

Payment Provided Via:

- ☐ Credit Card / Debit Card
- ☐ e-Transfer (Deposit) to operations@aidandassist.ca

Payment

The borrower agrees to compensate Aid and Assist with:

1. A non-refundable service charge of \$25.00 per borrowed kit, paid prior to the delivery of the order; and
2. An itemized content fee per used item, calculated using the fee table located in the respective first aid kit store page, and charged following the kits' retrieval. The first \$5.00 in itemized content charges are free.

The borrower agrees that an itemized content fee will be charged for the first aid kit and any first aid equipment that is not returned in the same condition as the borrower received it.

The borrower acknowledges that first aid kits may not be borrowed for more than thirty (30) days without the express, written permission of Aid and Assist.

The borrower agrees that a daily late fee of \$5.00 per first aid kit will be charged for the first fourteen (14) days following the thirty (30) day rental period.

The borrower understands that Aid and Assist may charge an itemized content fee consisting of the complete cost of unreturned first aid kit(s) and all first aid contents contained within, in addition to half of any accumulated late fees, if the order or a portion thereof is not returned (i.e. lost or stolen). The borrower understands that this

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charge will occur automatically if the first aid kit(s) are not returned following the fourteenth day a daily late fee is charged.

If the borrower compensates Aid and Assist using a credit or debit card, the borrower agrees that the itemized content fee and any late fees (as applicable) will be charged to the same payment method provided for the service fee charge paid during check-out. If applicable, the itemized content fee and any late fees will be charged within 72 hours of the first aid kit(s)' return, or after the fourteenth day a daily late fee is accumulated, with no additional notice provided to the borrower. For this reason, borrower credit or debit card information will be stored with Aid and Assist's payment provider until any itemized content and late fees have been processed. The borrower will be provided with a receipt following the payment of any itemized content fees and late fees, as applicable.

If the borrower compensates Aid and Assist using e-transfer, the borrower agrees to provide Aid and Assist with the sum total of the service fee, all possible itemized content fees, and half of the total possible late fees for each borrowed first aid kit as a deposit to operations@aidandassist.ca. The borrower agrees that this deposit, less the service fee and any applicable itemized content and late fees, will be returned to the borrower within seventy-two (72) hours of the first aid kit(s) return to Aid and Assist. The borrower further agrees that failure to return the order after the fourteenth day a daily late fee is charged will result in the forfeiture of the entirety of their deposit.

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Delivery & Retrieval

Aid and Assist strives to deliver the borrower's first aid kit(s) to the requested location, within the requested timeframe, while adhering to the borrower's instructions. Aid and Assist strongly recommends that the borrower physically attend the drop-off location, or send a representative to do so, to retrieve the delivery. The borrower agrees that Aid and Assist is not responsible for lost, missing, or stolen kits in the event Aid and Assist is instructed to leave the delivery unattended. The borrower understands that a lost, missing, or stolen order will result in an itemized content fee consisting of the borrowed first aid kit(s) and all first aid contents contained within in addition to half of any accumulated late fees.

The borrower agrees to schedule and facilitate Aid and Assist's retrieval of the order's first aid kit(s) to the best of their ability. Should the borrower be unable to meet Aid and Assist's driver on the agreed-upon pick-up time, the borrower agrees to contact Aid and Assist to reschedule the kit retrieval appointment at their earliest convenience.

Conditions of Use

Aid and Assist's first aid kits contain a variety of first aid supplies designed to provide immediate assistance in emergency situations. The borrower acknowledges that each first aid kit contains a limited amount of medical equipment and that there are some medical situations that Aid and Assist's first aid kits are unsuitable or less suitable to address.

The borrower acknowledges that Aid and Assist's first aid kits are not designed nor intended to provide long-term treatment or medical intervention. The borrower agrees to advise any injured parties requiring additional or longer-term medical treatment to proceed to the nearest walk-in clinic or hospital emergency room, as appropriate.

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The borrower acknowledges that Aid and Assist does not provide first aid training. The borrower agrees to obtain the level of first aid experience required for their endeavour (if applicable) and to refrain from using Aid and Assist equipment they are unfamiliar with. The borrower understands that Aid and Assist is not liable or responsible for any injury or harm caused by the improper or negligent use of Aid and Assist's first aid equipment.

The borrower acknowledges that any actions they undertake while in possession of Aid and Assist first aid kit(s) are their own; the borrower agrees not to act in a manner that would lead third parties to understand them as a representative, agent, employee, or volunteer of Aid and Assist.

Aid and Assist strives to provide up-to-date first aid kits and equipment containing all items indicated on the store page. Aid and Assist maintains its service standard through a comprehensive audit and restock process following every first aid kit's return. The borrower agrees not to hold Aid and Assist liable or responsible for any omissions or errors during this process.

The borrower acknowledges that Aid and Assist's first aid kits are borrowed for and used in numerous environments, and that while Aid and Assist completes a comprehensive first aid kit sanitation process between each use, Aid and Assist cannot guarantee that its first aid kits are free of allergens. The borrower acknowledges that Aid and Assist strongly recommends individuals living with severe allergies to pets, common household products, and items found in nature refrain from using the Borrow a First Aid Kit service and contact Aid and Assist to discuss alternative options for obtaining first aid kit(s).

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Waiver

The borrower agrees to indemnify, save, and hold harmless Aid and Assist, its Board of Directors, Service Managers, and volunteers from any and all judicial and extrajudicial fees and disbursements, damages, awards, and settlements which may arise from any of Aid and Assist or the borrower's acts or omissions while utilizing Aid and Assist first aid kits.

The borrower, _____, hereby confirms their understanding of and agreement to the Aid and Assist First Aid Kit Contract & Waiver and has fully read and understood the document.

Order Delivery Date: _____

Return Due By: _____
(30 days after Order Delivery Date)

Borrower Signature: _____

Current Date: _____