



Bili Baby, LLC RENTAL AGREEMENT

Rental, Acknowledgement and Assumption of Risks, Release of Liability, and Indemnity Agreement

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for the Bili Baby, LLC, and its affiliates, members, directors, officers, agents, employees, independent contractors, manufacturers, distributors of equipment used, volunteers, and the property owner (collectively, "Bili Baby") allowing me to rent bilirubin light medical equipment, the undersigned ("I, or "Client") hereby understands, acknowledges, and agrees as follows:

1. I am at least 18 years old, or older, and am capable of understanding the terms of this Agreement and the risks associated with using bilirubin medical equipment.
2. I recognize that this is a rental agreement and not a sales contract. The terms of this agreement apply to all of the equipment indicated below. Equipment shall only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Bili Baby's instructions and trainings. The undersigned shall not operate or use the Equipment or permit it to be used in violation of law, or operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.
3. I agree to return the equipment in as good of condition as when I received it, minus normal wear and tear. I will pay all accrued costs due to lost, stolen, or damaged equipment. Such costs may include the cost of repair or replacement, time and effort in retrieving the equipment if not returned, and the reasonable loss of income due to loss of use. A flat rate of \$2,500 will be charged for a total loss of each equipment package. I agree to provide valid credit/debit card information and that such information may be charged when all such costs become due. All equipment shall be returned at the time designated within this Agreement. Any delaying return will be charged additional rental rates regardless of whether the equipment is being used during this time or not.
4. I recognize and understand that there are risks and hazards associated with using bilirubin light medical equipment, whether inherent or not, and using such equipment could result in injuries of all kinds, including serious injury or death. I understand that my use of the equipment is voluntary. I agree and warrant that if at any time I believe any use of the equipment to be unsafe, or if at any time my or my minor's health suffers from use of the equipment, I will immediately discontinue use and return the equipment to Bili Baby.
5. **ASSUMPTION OF RISK:** Understanding there are risks and dangers, I nevertheless expressly assume all risks and related damages associated with use of the equipment, inherent and otherwise, and whether or not described above, I further agree to observe and comply with all rules and regulations prescribed by Bili Baby.
6. **RELEASE OF LIABILITY:** Additionally, I for myself, heirs, assigns, representatives and next of kin, unconditionally release, discharge, defend and hold harmless Bili Baby from any damages, claims, liability, or causes of action, whether known or unknown, arising out of my use of the equipment, or the actions of my minors, including claims of ordinary negligence. Furthermore, I hereby agree to indemnify, defend, and hold harmless Bili Baby from any claim, liability, or cause of action by third parties arising out of my use of the equipment, or the actions of my minors.
7. I understand and agree that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease with use of the equipment.
8. **HIPAA Compliance:** The parties shall comply with all federal and state laws and regulations regarding the confidentiality of Client information, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"). To the extent required by law, Bili Baby shall only use and disclose protected health information (as defined by HIPAA) as is minimally necessary to perform its responsibilities hereunder. Furthermore, Bili Baby shall not disclose any Client information to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Client in writing. Notwithstanding any provision of this Agreement or any Business Associate Agreement to the contrary, to the extent that Bili Baby possesses medical data and information

of Clients, Client hereby grants Bili Baby the right to use and disclose such data on a de-identified basis to third parties, during and after the Term: (a) in furtherance of the performance of Bili Baby's responsibilities under this Agreement, and (b) as utilized in, or incorporated into, Bili Baby's operations including, without limitation, research, cost analyses, cost comparison studies, marketing, and for any other purpose to the extent permitted by applicable law.

9. **VENUE, JURISDICTION AND WAIVER OF JURY TRIAL:** This Agreement shall be construed in accordance with the laws of the State of Idaho, and for any dispute arising under this agreement I hereby submit to the exclusive jurisdiction of the courts of Bonneville County, Idaho. I voluntarily waive any right I may have to a jury trial in any action under this Agreement.
10. I understand that in order to use the equipment, I must complete all of the following: (1) sign this agreement; (2) complete whatever instructional program Bili Baby requires for use; and (3) read and abide by the Rules and Regulations prescribed by Bili Baby.
11. In any action where one party seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses.
12. I understand that this Agreement shall continue in effect and remain in force in perpetuity from the date it is executed and covers my use of all equipment provided by Bili Baby, regardless of when or where the use takes place.
13. If any provision of this Agreement is held invalid, the remaining provisions shall survive and continue in full force and effect.
14. Any delay or failure by Bili Baby to exercise its rights or remedies under this Agreement will not constitute a waiver of any such right or remedy.
15. This Agreement constitutes the entire agreement between Bili Baby and me (other than applicable payment agreements with Bili Baby) regarding my use of the equipment and services, and supersedes all previous agreements, understandings, and arrangements, written or oral, between Bili Baby and me in relation to such matters.
16. As the parent or legal guardian of a minor child Participant (under age 18) named below, I hereby understand, accept and assume the risks to my minor child in using the equipment, and make and enter into each and every agreement, representation, waiver, release and indemnification described above on behalf of myself, Participant, and any other parent or legal guardian of the Participant, intending that they be binding on me, the Participant, and our respective heirs, executors, personal representatives, administrators and assigns. By affixing my signature below, I represent that I intend to give up my right, the right of Participant, and the right of any other parent or guardian or person to maintain any claim or suit against Bili Baby arising out of Participant's use of the equipment. I further agree that I will hold harmless, defend, and indemnify Bili Baby of and from any claims of my own or of the minor Participant or third parties arising from or related to the minor child Participant's use of the equipment and/or services.

17. **RENTED EQUIPMENT:**

BiliLamp # of Units: _____ Unit #: _____ Initial of Renter: _____

BiliBlanket # of Units: _____ Unit #: _____ Initial of Renter: _____

Start time and date of rental: _____

End time and date of rental: _____

Rental Cost per day: _____

18. PAYMENT INFORMATION:

Name on Credit Card:

Credit Card #: _____ CVV#: _____ Exp. Date: _____

I, THE UNDERSIGNED, HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS RENTAL, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I ALSO UNDERSTAND THAT ALL CHARGES ARE NON-FUNDABLE INCLUDING THE 3-DAY MINIMUM RENTAL FEE THAT WILL BE COLLECTED ON THE FIRST DAY OF THE RENTAL AGREEMENT.

Name and Date of Birth of minor child

Relationship to Minor Child (Parent, Guardian, etc.)

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

Name (Please Print) _____

Signature _____ Date _____

