

**Note:** This is a form agreement which should be used as a guide. If you Club has any questions regarding its use, please contact the MD-20 Office for referral to the MD-20 Attorney.

## CHARITABLE LOAN AGREEMENT

This agreement by and between \_\_\_\_\_ (*Name of Borrower*) \_\_\_\_\_ of \_\_\_\_\_ (*Address of Borrower*) \_\_\_\_\_, recipient, being a person in need of assistance and the \_\_\_\_\_ Lions Club of \_\_\_\_\_, New York being a voluntary service organization which exists to help their community and individuals in need in their community and which Lions Club serve without financial compensation to better the life of those living in their community.

NOW THEREFORE it is agreed as follows:

1. That the \_\_\_\_\_ Lions Club is loaning to \_\_\_\_\_, recipient, the following item or items:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. These items are being loaned to \_\_\_\_\_, recipient, the above stated items and the recipient acknowledges that they have not been charged any fee or cost for use of the above referenced items.
3. The above entitled recipient acknowledges that they have independently received licensed competent medical advice indicating that they need the above described item or items, and the Lions Club has in no way expressed whether or not the items loaned are appropriate for the recipient. The recipient acknowledges that the above Lions Club has made this loan to the recipient as a "Good Samaritan" as defined

under New York State Law and that they understand that the above said Lions Club and its individual members are not dispensing any medical advice in deciding whether the above loaned items are appropriate to be used by the recipient and the recipient further acknowledges that they and/or their licensed medical provider have independently determined that the items that are being loaned to the recipient by the above Lions Club are appropriate and needed by the recipient and that the recipient knows how to use this equipment.

4. The recipient hereby agrees to indemnify, hold harmless and release the above said Lions Club from any liability arising out of the use of the above items that have been loaned to the recipient.
  
5. The recipient and any successors, estates and/or assigns of the recipient agree to return the above referenced items to the above named Lions Club upon the recipient no longer being able to use such items. The recipient further directs the recipients successors, estate and/or assign to promptly deliver the return of the above loaned items to the above named Lions Club without delay upon the recipient no longer being able to use said items.

This Agreement is the complete understanding between the above named parties.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_ Lions Club

\_\_\_\_\_, Recipient

\_\_\_\_\_  
*Signature*

\_\_\_\_\_, Recipient

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*