

Waiver of Liability and Release of All Claims Portable Oxygen Concentrator Travel Program

In consideration of the delivery by Apria Healthcare LLC ("Apria Healthcare") of oxygen and/or oxygen equipment to the undersigned patient ("Patient") for use on an airplane, or while traveling, Patient agrees to the following conditions:

1. It is the policy of Apria Healthcare to provide portable oxygen concentrators for a patient who intends to travel on an airplane or while traveling when:
 - a) A physician prescription is available to allow provision of the device and any testing required.
 - b) There is no scheduled servicing of equipment at any travel destination or location.
 - c) Patient shall have provided adequate prior notice of the date and time that the oxygen/equipment must be delivered.
 - d) Patient accepts and provides payment for the non-refundable shipping fee and deposit, if any, required by Apria.
 - e) Patient executes the Apria Healthcare Portable Oxygen Concentrator Rental Agreement for Travel and the Waiver.
2. Oxygen equipment may require unscheduled servicing during your trip. Please be advised that Apria Healthcare cannot assure you that compatible equipment or proper support services will be available to patients while traveling. Without limiting the generality of the foregoing, **Apria Healthcare has no capability to provide goods, repair or clinical services to a patient on an airplane or outside of Apria Healthcare's designated service areas.**
3. Apria Healthcare will not be responsible for the inability of the Patient to obtain adequate or appropriate oxygen or equipment beyond the equipment/oxygen supplied by Apria Healthcare to the Patient on the delivery date. In this regard, Patient understands that no backup oxygen equipment is being provided and accepts all risks associated therewith. This is because travelers are not allowed to take cylinders and other ancillary devices on aircraft and on certain other modes of transportation. Apria Healthcare does provide a charging cord for the battery which powers the device. The Patient should make sure that the charging cord provided will be compatible with local electrical outlets at the place of destination. Failure to have a backup device could place the Patient in danger of severe medical consequences and even death if the device should fail or if a power failure occurs. Accordingly, if the device ceases to function properly, emergency medical treatment should be sought immediately. In this regard, the Patient should consider and consult with the Patient's physician about whether it is wise to travel to areas where emergency medical treatment is not available. If the destination lies within an Apria Healthcare service area, the Patient can arrange to take delivery of a replacement device during the posted business hours for that location. If the Patient is travelling outside Apria Healthcare's designated service areas, Apria Healthcare will not be responsible for the inability of the Patient to obtain adequate or appropriate oxygen or equipment beyond the equipment/oxygen supplied by Apria Healthcare to or arranged for between Apria Healthcare and the patient on the delivery date. In this regard, it may be advisable to make arrangements with other providers to obtain a backup device upon arrival at the destination.
4. Apria Healthcare will not be responsible for any loss, damage or injury sustained by the Patient that may arise out of oxygen or equipment obtained from sources other than Apria Healthcare either in the United States or internationally.

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5. Apria Healthcare is not responsible for equipment failure unless such failure is caused by the negligent acts or omissions of Apria Healthcare in the sale, set-up or repair of the equipment.
6. Patient hereby acknowledges and accepts the health risks associated with taking a flight of any length which may result in being without oxygen or equipment as prescribed by his/her physician. Furthermore, Patient, on behalf of Patient and his/her heirs, hereby releases and holds harmless Apria Healthcare, its officers, agents and employees, from any claims or liability arising out of the use and/or the inability to use oxygen and related equipment on the flight unless caused by the negligent acts or omissions of Apria Healthcare. As with any oxygen equipment, care must be taken to avoid use near open flames and should never be used while smoking or near others who are smoking.

Branch Location: _____ Date: _____

Patient Name: _____ Patient Signature: _____

Apria
Representative: _____ Apria
Representative
Signature: _____