GAME READY®

Patient Agreement

PATIENT INFORMATION: (hereinafter "Patient")

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: ____/_____/_____ (Month/Day/Year) (for Patient identification purposes only)

E-Mail Address: _____ Delivery Comments: _____

EMERGENCY CONTACT:

Name: _____ Phone: _____

❑ Patient declined to provide emergency contact. (check if applicable)

EQUIPMENT AND ACCESSORIES:

GAME READY RENTAL UNIT Unit Serial Number: _____

Start Date: ___ / ___ / ___ Stop Date: ___ / ___ / ___ Number of Weeks: _____

- ❑ **Ankle** ❑ L ❑ XL
- ❑ **Articulated Knee**
- ❑ **Back**
- ❑ **C-T Spine**
- ❑ **Cryo Cap**
- ❑ **Elbow**
- ❑ **Flexed Elbow**
- ❑ **Half-Leg Boot**
- ❑ **Hand/Wrist**
- ❑ **Hip/Groin** ❑ Left ❑ Right
- ❑ **Knee**
- ❑ **Shoulder** ❑ Left ❑ Right | ❑ M ❑ L

TRAUMATIC AMPUTEE

- ❑ **Above-the-Knee** ❑ Left ❑ Right
- ❑ **Below-the-Knee**
- ❑ **Utility**

PAYMENT TYPE: ❑ Private Insurance ❑ Patient Self Pay ❑ Worker's Compensation ❑ No Fault Auto ❑ TriCARE Active Duty Military ❑ Medicare ❑ Veterans Affairs ❑ Demo

PATIENT ACKNOWLEDGEMENT: This agreement consists of all of the terms and conditions on this and the reverse side of this page, whether written or printed. I certify that I have read the terms and conditions of this Agreement and agree to be bound by such provisions. I accept full responsibility for all services rendered, including being informed of my rights, responsibilities, and the complaint procedures. I have been instructed on the safe and proper use of the equipment and/or accessories and/or supplies provided and agree to notify CoolSystems immediately when medical necessity for the product has ended. I have received a copy of the Authorization and Release of Medical Information, the Notice of Privacy Practices, and the Patient Bill of Rights.

PATIENT SIGNATURE, PERSONAL REPRESENTATIVE or RESPONSIBLE PARTY SIGNATURE:

Patient Signature: _____ Date: _____

Is patient under the age of 18 or does the patient have a legal guardian? ❑ Yes ❑ No If yes, please complete the following:

Authorized Personal Representative Name (print): _____

Authorized Personal Representative Signature: _____ Date: _____

CoolSystems, Inc. Representative Signature: _____ Date: _____

PRESCRIBED EQUIPMENT. CoolSystems, Inc., d/b/a Game Ready provides the Game Ready® System which has been recommended and prescribed for the Patient by his/her doctor. Accepting the doctor's recommendation is the Patient's choice, and by signing this Agreement, s/he agrees to the terms set forth below.

CHARGES. All patients, except those whose claims were previously authorized by their insurance carriers, will be billed for the rental equipment while it is in his/her possession. As detailed in the Notice of Financial Responsibility, CoolSystems may elect to bill Patient's insurance plan as a courtesy to the Patient. In the event Patient's insurance plan does not pay CoolSystems in full, Patient will be financially responsible for all unpaid balances, including applicable sales tax, co-payments and deductibles, less any deposit paid, and will pay such amounts within thirty (30) days of notice from CoolSystems. Interest shall accrue at twelve percent (12%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid in full.

(AGREEMENT CONTINUED ON BACK PAGE)

HEALTH INSURANCE BILLING AND ASSIGNMENT OF BENEFITS. Patient hereby certifies that the information given to CoolSystems in applying for the Product rental is true and correct. Patient authorizes CoolSystems or its designee to bill any third party payors and request that payment of authorized benefits be made directly to CoolSystems or its designee on your behalf. This assignment of benefits is valid for all insurance companies and programs. Additionally, patient authorizes CoolSystems to file an appeal as may be required in the event of patient's health insurance plan's initial or subsequent claims denial and/or benefit determination.

RENTAL PERIOD. Patient understands that the equipment is rented on a daily basis. Daily charges will stop accruing on the earlier of the end of the prescribed use period, the pick-up date listed on this agreement, or the day CoolSystems receives a call requesting pick-up of the equipment/accessories. Rental period may be extended in one-day increments by written authorization of your doctor, and all extensions shall be subject to the terms of this Agreement.

OWNERSHIP. CoolSystems shall at all times retain ownership and title of the rental equipment. Patient will give CoolSystems immediate notice in the event that any of said equipment is levied upon (seized) or is threatened with seizure, and Patient shall indemnify (protect) CoolSystems against all loss and damages caused by such action.

RISK OF LOSS. CoolSystems shall not be responsible for loss or damage to property, material, or equipment belonging to Patient, his/her agents, employees, guests, suppliers, or anyone directly or indirectly affiliated with Patient while said material property, or equipment is in the Patient's care, custody, and/or control.

RECALL NOTICE. CoolSystems may recall any or all equipment upon five (5) business days written notice to Patient.

INDEMNIFICATION. Patient agrees to protect, indemnify and hold harmless CoolSystems, its officers, directors, employees and agents from and against all claims, damages and costs, including legal expenses, arising out of Patient's use of the rental equipment.

ACKNOWLEDGEMENT OF USE INSTRUCTIONS. Patient acknowledges that s/he has been instructed on how to use the equipment and takes full responsibility for the proper use and care of the equipment.

MAINTENANCE AND OPERATION. Patient shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage. Patient shall maintain the rental equipment in good repair and operative condition, and return it in such condition to CoolSystems. Ordinary wear and tear resulting from proper use thereof alone is routine and expected.

NO SUBLETTING/ASSIGNMENT. Patient shall not sublet the rental equipment and shall not assign or transfer any interest in this Agreement without the express prior written consent of CoolSystems. CoolSystems may assign this Agreement without notice. Subject to the foregoing, this Agreement accrues to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties to this Agreement.

MISCELLANEOUS. This medical device is provided to Patient on the orders of a physician's prescription. The patient is responsible for using the equipment for the purpose for which it was prescribed and only for whom it was prescribed. The Patient is responsible for notifying CoolSystems immediately of (1) any address or telephone change whether permanent or temporary, (2) any changes in or loss of insurance coverage or of any changes in his/her physician, or (3) any equipment failure, defect or damage. The Patient is responsible for any incidental or consequential cost of repair caused by the delay or failure to notify CoolSystems when equipment attention is needed.

RETURN OF RENTAL UNIT. The Patient is responsible for arranging the return of the medical device in the same condition in which it was received (excluding normal wear and tear) to CoolSystems. Any missing or damaged parts and/or entire medical device (if not returned or damaged beyond repair) will be billed to the Patient. The costs of individual components, repair costs, and/or the entire device will be determined by the current price list in effect at the time of discovery.

Patient, personal representative, or responsible party initial required ☐