

AED LOAN AGREEMENT AND RELEASE

The Rotary Club of Ojai and The Gables of Ojai (collectively "**Lender**") have access to one or more automatic external defibrillators ("**AED**").

PLEASE READ THIS AED LOAN AGREEMENT AND RELEASE CAREFULLY AS IT LIMITS THE LIABILITY OF LENDER TO YOU AND LIMITS YOUR ABILITY TO RECOVER AGAINST LENDER AND OTHERS IN RESPECT OF YOUR BORROWING OF AN AED.

In consideration of Lender permitting me to borrow an AED, I, for myself, my heirs, executors, administrators, representatives, successors and assigns, hereby:

- a. Confirm that I am 18 years of age or older;
- b. Confirm that I viewed (or will view prior to event) the AED use video;
- c. Confirm that I or another person attending our event has an unexpired CPR card which I will show Lender. If no one has an active CPR card, I or another person attending our event will participate in the compression-only CPR training provided by Lender.
- d. Take custody of the borrowed AED;
- e. Agree that I will not take the borrowed AED, and will not permit the borrowed AED to be taken out of the Ojai Valley;
- f. Agree to use the borrowed AED solely for life saving;
- g. Agree not to remove the borrowed AED from its sealed protective case unless it is required for life saving;
- h. Agree to return the borrowed AED by the Return Date indicated below;
- i. Acknowledge that I understand the proper application and use of the borrowed AED;
- j. Assume full responsibility for any risk arising out of or related to the use of the borrowed AED;
- k. Release and discharge Lender and their respective directors, officers, employees, servants, agents and contractors (collectively, the "**Protected Persons**") from all claims, demands, actions, causes of action, suits and proceedings, whether involving negligence, actions or omissions, or any other basis (collectively, the "**Recourses**") for all liabilities, losses, damages (including property damages), injuries (including personal injuries, bodily injuries, diseases and death), costs (including the out-of-pocket amount of legal costs) and expenses, including all effects and consequences thereof, and including all that are not now known or anticipated but which may arise in the future (collectively, the "**Harms**"), relating in any way to the loan by Lender of the borrowed AED &/or my use of the borrowed AED;
- l. Indemnify the Protected Persons against all Recourses by whomsoever made, brought, sustained or prosecuted, for the Harms, relating in any way to the loan by

Lender of the borrowed AED and my use of the borrowed AED, including my acts or omissions;

- m. Acknowledge that, for the purpose of making my promise to indemnify the Protected Persons other than Lender enforceable, Lender is acting as the agent and trustee for such Protected Persons;
- n. Agree, at Lender's election, either to assume the defense of every Recourse brought in respect of a Harm, or to cooperate with Lender in the defense, including providing Lender with prompt written notice of any possible Harm and providing Lender with all information and material relevant to the possible Harm;
- o. Waive all rights that I may have against the Protected Persons in respect of all Recourses for the Harms;
- p. Agree not to make, bring, sustain or prosecute any Recourse for any of the Harms, against any other person who might claim contribution or indemnification from any of the Protected Persons, relating in any way to my use of the subject AED; and

I HAVE READ THE ABOVE, UNDERSTAND IT, AGREE TO IT, AND INTENDING TO BE LEGALLY BOUND, HAVE SIGNED THIS AED LOAN AGREEMENT AND RELEASE ON THE DATE SET FORTH BELOW

(Date)
Program)

(Signature of individual participating in the

(Print name)

Address and contact info: (phone number & email address)

AED Borrow Date:

AED Return Date: