

SUPPLEMENTAL AED FORM 3
(Same AED with multiple responders)

SITE INFORMATION

Organization / Location name:	
Address:	
AED Serial Number:	

RESPONDER 1

*This section is voluntary. By completing this section and signing this document where indicated, the responder consents to their contact information being given to En-Pro and to receiving messages from 9-1-1 in the event of a sudden cardiac arrest call near their AED's location.

First name:		<i>Optional</i>	
Last name:		<i>Certifying Organization:</i>	
Phone number for voice calls:		<i>CPR certification expiry date (mm/dd/yyyy):</i>	
Phone number for text messages:		<i>AED certification expiry date (mm/dd/yyyy):</i>	
Notification types:	<input type="checkbox"/> Voice <input type="checkbox"/> Text <input type="checkbox"/> Both	<i>Notes:</i>	
E-mail:			

RESPONDER 2

*This section is voluntary. By completing this section and signing this document where indicated, the responder consents to their contact information being given to En-Pro and to receiving messages from 9-1-1 in the event of a sudden cardiac arrest call near their AED's location.

First name:		<i>Optional</i>	
Last name:		<i>Certifying Organization:</i>	
Phone number for voice calls:		<i>CPR certification expiry date (mm/dd/yyyy):</i>	
Phone number for text messages:		<i>AED certification expiry date (mm/dd/yyyy):</i>	
Notification types:	<input type="checkbox"/> Voice <input type="checkbox"/> Text <input type="checkbox"/> Both	<i>Notes:</i>	
E-mail:			

RESPONDER 3

*This section is voluntary. By completing this section and signing this document where indicated, the responder consents to their contact information being given to En-Pro and to receiving messages from 9-1-1 in the event of a sudden cardiac arrest call near their AED's location.

First name:		<i>Optional</i>	
Last name:		<i>Certifying Organization:</i>	
Phone number for voice calls:		<i>CPR certification expiry date (mm/dd/yyyy):</i>	
Phone number for text messages:		<i>AED certification expiry date (mm/dd/yyyy):</i>	
Notification types:	<input type="checkbox"/> Voice <input type="checkbox"/> Text <input type="checkbox"/> Both	<i>Notes:</i>	
E-mail:			

Terms and Conditions and Release of Liability

(For use by residents of the province of Nova Scotia)

Thank you for your interest and consideration in becoming part of the EHS AED Registry Program. Please carefully read this Agreement. By signing your name at the bottom of this document, you acknowledge that you have read this Agreement and agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use or continue to use the Registry.

En-Pro Management, Inc. ("En-Pro") is an authorized user of the AED Link™ system and operates the National AED Registry (the "Registry"). EMC Emergency Medical Care Inc. ("EMC") is the Emergency Health Services ("EHS") operator in the province of Nova Scotia and is charged with the program management oversight of the Registry under the program brand of EHS AED Registry in the province of Nova Scotia. The Registry is an online information system intended to help link automated external defibrillators ("AEDs"), AED users and sudden cardiac arrest victims, and to help AED owners manage and track data and information concerning their AEDs. Through its AED Link™ product, En-Pro endeavors to provide EHS Medical Communication Centre ("MCC") access to information regarding the location of AEDs stored in the Registry. They also endeavor to provide cardiac arrest locations to AED responders who have signed up with the system. Through the Registry, En-Pro endeavors to notify designated AED inspectors via email of the expiration date of batteries and electrodes based on the information submitted by the AED site manager or AED inspector. Whether or not an AED inspector acts on the notifications received is entirely within the discretion of the inspector.

1. Enrollment

You may enroll as an AED inspector or a volunteer responder. If you are enrolling on behalf of an entity, you represent that you are authorized to accept these terms on behalf of the entity. Further, if you enroll as an AED inspector, you represent that you own or are an authorized agent of the owner of the AEDs you register or have the right to provide information regarding the AEDs that you register ("Registered AEDs"). You confirm that you are eighteen (18) years of age or older and that you will submit all required enrollment information, and that all such information is to the best of your knowledge accurate and complete.

2. Permitted Use

The EHS AED Registry Coordinator will be classified as the 'Site Manager' and will be in charge of initially entering in your AED information. If you are an AED inspector with a valid password, then, provided you comply with the terms and conditions of this Agreement, you are authorized to access and use the web pages assigned to your AED inspectors account to receive AED maintenance messages and record the results of AED inspections and maintenance tasks. You grant to each EMC, EHS, and En-Pro the right to use the information you have provided or will provide under this Agreement for the purposes of the AED Link™ system and the Registry.

3. Privacy

En-Pro is a Louisiana corporation and holds its information technology servers in the U.S.A. You, the inspector and/or responder, agree that your personal information is being provided by EMC to En-Pro to be stored in the U.S.A. on En-Pro servers and that such information will be used for the purpose of linking AEDs, responders, and cardiac arrest victims through the En-Pro AED Link™ system.

4. Your Materials

You agree that any data and information, including but not limited to, enrollment information (e.g., the location of the Registered AEDs and names and telephone numbers of your AED inspectors and responders) will be used by En-Pro as per their own terms and conditions agreed upon on their Registry website.

You are granting En-Pro and the EHS Medical Communication Centre ("MCC") the right to use your AED location data in conjunction with En-Pro' AED Link™ service in the province of Nova Scotia. All data related to the AED within a radius of a suspected cardiac event called into 9-1-1 will be transferred to the EHS MCC. That information will be based on the designation of "Public" or "Private" and based on the dates and times of availability as registered for each specific AED.

5. Terms and Termination

The term of this Agreement will commence upon your completion of the enrollment process as indicated by your acceptance of this Agreement and will continue until terminated.

6. Responders

En-Pro' AED Link™ system can auto-notify individuals who are willing to use their assigned AED not only at their location, but also at sites nearby (generally within 1,200 feet). This is a voluntary process. As an AED site in the Registry, you have the option to enter into each AED's information page the person or persons who are trained in CPR/AED, their contact phone numbers, their training organization and the expiration date of their certification, if any. The method of contact choices are up to the responders and include not to be contacted at all. By signing this Agreement, you are confirming that each responder is a volunteer, no responder is paid to respond to an alert, and

that each responder has been properly trained in the use of your AED and has been instructed, and they have agreed, to respond in a way that will not cause harm to themselves or others. Furthermore, the undersigned agrees to hold EMC harmless for any action taken by these responders should a responder not take the necessary precautions when responding to an alert. Auto-notifications may also contain personal addresses which you agree to keep confidential as well as any other information that you gather during a potential rescue scenario.

7. Limitations of Liability

YOU AGREE THAT EMC, EHS AND EN-PRO WILL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE AND USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE REGISTRY OR THE MATERIALS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF EMC, EHS OR EN-PRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF EMC, EHS OR EN-PRO AND EACH OF THEIR AFFILIATES FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO ONE HUNDRED DOLLARS (\$100). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. IF YOU ARE DISSATISFIED WITH THE REGISTRY OR WITH ANY APPLICABLE TERM OR CONDITION GOVERNING ITS USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT.

8. Indemnification

You agree to indemnify, defend and hold harmless EMC, EHS and En-Pro and their respective employees, officers, directors, agents and representatives that use information contained in the Registry from and against any and all claims, suits, actions, demands or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and the cost of enforcement of this indemnity) arising out of or relating to any violation or breach by you of any term of this Agreement.

9. Compliance with Laws

In the performance of this Agreement, you will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any governmental authority having jurisdiction, including, without limitation, Good Samaritan laws applicable to AED owners.

10. Governing Law

This Agreement is governed by the laws of the province of Nova Scotia.

Signature of Responder 1	Date	
		(mm/dd/yyyy)
Signature of Responder 2 (if applicable)	Date	
		(mm/dd/yyyy)
Signature of Responder 3 (if applicable)	Date	
		(mm/dd/yyyy)