



AED LOANER REQUEST FORM

Mail: 239 Brownlow Avenue, Suite 300
 Dartmouth, Nova Scotia
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E-mail: EHSAEDinfo@emci.ca

CONTACT INFORMATION

First name	
Last name	
Street Address	
Address line 2	
City	
Postal code	
Primary contact phone number	
E-mail	
Secondary contact name	
Secondary phone number	

EVENT INFORMATION

Event Name	
Event address <i>(if different than contact information)</i>	
Estimated attendance	
Type of event (e.g. community, family, sport, etc.)	
Event date(s) requested	
Event start time	
Event end time	
AED needed by	
AED return date	
Where will the AED be located during the event?	

ADDITIONAL INFORMATION

Why do you think an AED is important for this event?	
Have you borrowed an AED in the past? If so, from where?	
How did you hear about this program?	

AED LOAN AGREEMENT AND RELEASE

PARTICIPATION IN THE PUBLIC ACCESS DEFIBRILLATOR LOAN PROGRAM (INCLUDING BORROWING AN AUTOMATIC EXTERNAL DEFIBRILLATOR)

EMC Emergency Medical Care Inc. ("**EMC**"), is the Emergency Health Services ("**EHS**") operator in the province of Nova Scotia and operates a public access automated external defibrillator loan program.

PLEASE READ THIS AED LOAN AGREEMENT AND RELEASE CAREFULLY AS IT LIMITS THE LIABILITY OF EMC TO YOU AND LIMITS YOUR ABILITY TO RECOVER AGAINST EMC AND OTHERS IN RESPECT OF YOUR BORROWING OF AN AUTOMATED EXTERNAL DEFIBRILLATOR ("**AED**") AND PARTICIPATION IN PUBLIC ACCESS AED LOAN PROGRAM (THE "**PROGRAM**").

In consideration of EMC permitting me to participate in the Program, and to borrow an AED, I, for myself, my heirs, executors, administrators, representatives, successors and assigns, hereby:

- (a) Confirm that I am 19 years of age or older;
- (b) Take custody of the borrowed AED;
- (c) Agree that I will not take the borrowed AED, and will not permit the borrowed AED to be taken, out of the Province of Nova Scotia;
- (d) Agree to use the borrowed AED solely for life saving;
- (e) Agree not to remove the borrowed AED from its sealed protective case unless it is required for life saving;
- (f) Agree to return the borrowed AED by the Return Date indicated below;
- (g) Acknowledge that I have received training on, and understand, the proper application and use of the borrowed AED;
- (h) Assume full responsibility for any risk arising out of or related to the use of the borrowed AED;
- (i) Release and discharge EMC, EHS 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 EMC of the borrowed AED, my use of the borrowed AED and my participation in the Program;
- (j) 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 EMC of the borrowed AED, my use of the borrowed AED and my participation in the Program, including my acts or omissions;
- (k) Acknowledge that, for the purpose of making my promise to indemnify the Protected Persons other than EMC enforceable, EMC is acting as the agent and trustee for such Protected Persons;
- (l) Agree, at EMC's election, either to assume the defence of every Recourse brought in respect of a Harm, or to cooperate with EMC in the defence, including providing

EMC with prompt written notice of any possible Harm and providing EMC with all information and material relevant to the possible Harm;

- (m) Waive all rights that I may have against the Protected Persons in respect of all Recourses for the Harms, relating in any way to my participation in the Program;
- (n) 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 participation in the Program; and
- (o) Agree that this Release will survive the termination of my participation in the Program.

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)

(Signature of individual participating in the Program)

(Print name)

Address and contact information:

Personal information on this form will be used for the purpose of the Program and enforcement of this agreement and release. If you have any questions regarding the Program or the collection, use or disclosure of this information, please contact AED Registry Program Coordinator at 902-266-9557.

EMC USE:

AED Serial Number:	_____
	(the " borrowed AED ")
Return Date:	_____