



AUTOMATED EXTERNAL DEFIBRILLATOR (AED) WAIVER

PLEASE READ THIS CAREFULLY AND ASK ANY QUESTIONS BEFORE SIGNING IT

This Automated External Defibrillator Waiver ("Waiver") must be signed before the City of Madison Fire Department ("MFD") may allow the User named below ("User") to borrow an Automated External Defibrillator ("AED.") The AED can be borrowed only for events where its use could enhance the delivery of emergency medical services. In exchange for the use of the AED, the User agrees as follows:

1. The User agrees that borrowing this AED is voluntary, and that the User is aware of the risks associated with its use, as laid out below and otherwise.
2. The User must pick up the AED at the location designated by MFD, after signing this Waiver. The User shall also be given a copy of the Event Use Form. The User shall not pick up the AED more than 72 hours before the beginning of the event.
2. While borrowing the AED, the User must comply with the AED's Operations Manual, and any training or instruction required for use of the AED.
3. While the AED is in User's care, custody, or control, the User shall be responsible and liable for any and all damages to the AED.

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

4. **IN CONSIDERATION OF THE OPPORTUNITY TO BORROW AN AED FOR ITS EVENT, THE USER NAMED BELOW, ON BEHALF OF THE USER AND THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, ADMINISTRATORS AND EXECUTORS, HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES THE CITY OF MADISON, ITS EMPLOYEES, OFFICERS, OFFICIALS, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR EXPENSES (INCLUDING CLAIMS FOR ATTORNEY FEES AND COSTS), INCLUDING BUT NOT LIMITED TO THOSE FOR NEGLIGENCE, BODILY INJURY (INCLUDING DEATH) TO THE USER OR TO THIRD PARTIES, OR FOR PROPERTY DAMAGE OCCURRING OR RESULTING FROM THE PRESENCE OR USE OF THE AED. IN FURTHER CONSIDERATION OF THE OPPORTUNITY TO BORROW AN AED, USER AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CITY OF MADISON, ITS EMPLOYEES, OFFICERS, OFFICIALS AND AGENTS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, AND ANY LIABILITIES, LOSS, DAMAGES OR COSTS WHATSOEVER, KNOWN OR UNKNOWN, WHICH MAY ARISE ON ACCOUNT OF, OR IN ANY WAY BE RELATED TO, BORROWING AN AED. USER UNDERSTANDS THAT USING AN AED CARRIES INHERENT RISKS FOR WHICH THE USER IS SOLELY RESPONSIBLE.**

5. User agrees to take the AED as-is, and User understands and acknowledges that the City makes no representation or warranties, express or implied, to User or any other person, that AED is free of any defects or hazards of any kind that might interfere with its future use or present a hazard.
6. User shall return the AED to the same MFD location from which they picked it up, no more than 72 hours after the end of the event. The User shall return the AED along with the completed Event Use Form provided.

The individual signing below represents and warrants that they have the authority to sign this Waiver. If the User is not an individual, the person(s) signing on behalf of the User represents and warrants that they have been duly authorized to bind the User and sign this Waiver on the User's behalf. The User agrees that this Waiver is governed by the laws of the State of Wisconsin and is intended to be as broad and inclusive as is permitted by Wisconsin law. The User agrees that in the event any portion of this Waiver is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the balance of this Waiver shall not be affected or impaired and shall continue in full legal force and effect. The User agrees that they have read this document carefully, and they have had the opportunity to ask questions and consult with an attorney of their choice, before signing it.

The two (2) pages of this Waiver are agreed to by the User named below:

USER:

Signature of User or Authorized Representative

Date: _____

Print Name of person signing: _____

Print Name of User Organization (if the individual signing is not the User): _____

Phone Number: _____

Event: _____

Dates of Event: _____

Return By Date: _____ (not more than 72 hours after end of event)

**For information on how to use the AVIVE AED and hands-only CPR,
please see the instructional video at:**
www.cityofmadison.com/fire/emergency-medical-services/aed-rental-program
or scan the QR code:

