

## AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs)

Consent for Participation, Risk Acknowledgement, Waiver and  
Indemnity for use of the Grande Yellowhead Public School Division  
School and Facilities

Please read carefully

By signing this legal document you:

- Indicate that you understand the risks associated with access to or use of Automated External Defibrillators which are or may be located in the school, building or facilities owned, operated or managed by the Grande Yellowhead Public School Division (the "School Division") by your community organization or any other affiliated person;
- Give up certain rights including the right to sue the School Division;
- Agree to assume financial responsibility for any injury or damage (to a person or property) as a result of the presence or use, misuse or lack of use of AEDs located in schools, buildings or facilities of the School Division; and
- Indicate that you understand and agree to all terms and conditions included in this form.

### GENERAL

1. Our organization, \_\_\_\_\_, has requested use of the building, grounds and/or facilities located at:

*Name of School/Building (if any):* \_\_\_\_\_

*Address:* \_\_\_\_\_ (the "Premises")

for the purpose of: \_\_\_\_\_

during the following dates and times: \_\_\_\_\_

2. We understand that at the Premises, there are or may be Automated External Defibrillators located within which are freely accessible to those at the Premises.
3. We understand that an Automated External Defibrillator (AED) is a portable automatic device used to restore normal heart rhythm to a patient in cardiac arrest. An AED is applied outside the body. An AED automatically analyzes the patient's heart rhythm and advises the rescuer whether or not a shock is needed to restore a normal heart beat. If the patient's heart resumes beating normally, the heart has been defibrillated.
4. We understand that titles and section titles are not part of this waiver, but are inserted for convenience of reference only.

## ASSUMPTION OF RISK

5. **Risks and Dangers:** We hereby acknowledge and agree that the use or misuse of an Automated External Defibrillator involves elements of risk, hazard or danger, and that death, injuries, loss or damage may occur to those who use or are subject to the use, misuse or lack of use of an AED.
6. **Fully Informed:** We acknowledge and agree that it is our organization's responsibility to acquire and review all relevant information regarding the risks and hazards of AEDs before utilizing the buildings, grounds or facilities at the Premises, including the AED.
7. **Assumption of Risk:** We consent to the presence of one or more AEDs at the Premises, and we agree to accept such risks and hazards and fully understand that our community organization will be solely responsible for any loss, injury or damage sustained to any person at the Premises as a result of the use, misuse or lack of use of the AED and who is present as a member of our community group, is an invitee or guest of our community group, or who is present as a result of our organization's activity at the Premises.

## WAIVER OF LIABILITY

8. **Waiver of Liability as Against the School Division:** We acknowledge and agree that death, injury, loss or damage may occur as a result of the use, misuse or lack of use of an AED. We hereby freely accept and assume all risks associated with the presence of AEDs at the Premises. In consideration of access to and use of the Premises (including, but not limited to the building, grounds or facilities), we hereby waive any and all claims, expenses, demands, costs, suits, liabilities and causes of action against Grande Yellowhead Public School Division, its Trustees, employees, teachers, volunteers and agents (collectively referred to as the "School Division" throughout this entire Waiver), which may arise out of such injury, loss or damage, and we release the School Division, its Trustees, employees, teachers, volunteers and agents, from any liability in that regard.
9. **Compliance with Rules and Directions:** We accept and agree that it is our organization's responsibility to abide by all laws and obey all rules set out for the Premises, including any directions or rules established by the School Division. We agree that the School Division may require our organization or any other person to vacate the Premises if a breach of those rules or the law occurs, and we agree to be responsible for and pay any and all costs that may arise from the same.
10. **Indemnification of the School Division:** In consideration of our organization's access to and use of the Premises, including but not limited to access to AEDs within the Premises, we further agree to indemnify (which means to secure or protect against hurt, loss or damage and to reimburse for any loss sustained) and hold harmless (which means to assume the liability inherent in a situation, thereby relieving the other party of responsibility) the School Division from any and all expenses, costs (including legal costs) or financial obligations arising from any suits, demands, claims, actions of any kind which may be brought against the School Division as the result of the use, misuse or lack of use of the AEDs for which it may become liable by reason of any injury, loss, damage or death resulting from, or occasioned to or suffered by any person or any property as a result of any act, neglect or default of members of our organization, invitees or guests of our

organization, or any person present as a result of our organization's activities at the Premises.

11. **Medical and Health Concerns:** We acknowledge that it is our organization's responsibility to inform itself of any medical and/or health concerns of our organization's members, invitees and guests which may affect the use of an AED on that person while present at the Premises.
12. **Additional Insurance:** We acknowledge that it is our organization's responsibility to obtain any additional insurance (including but not limited to accidental death, disability or dismemberment or medical expense insurance) on behalf of our organization and our members, invitees and guests.
13. We hereby acknowledge that we have read and understand the foregoing and do hereby approve and consent to all of the above. We confirm that we, the undersigned, have the authority to bind our organization to the terms of this document.

SIGNED at the Town of \_\_\_\_\_, in the Province of Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED, SEALED and DELIVERED** by \_\_\_\_\_  
[Insert Name of Community Organization]

Per: \_\_\_\_\_ Date \_\_\_\_\_

Per: \_\_\_\_\_ Date \_\_\_\_\_