

## **RELEASE OF LIABILITY**

### **READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity of the Automated External Defibrillator (“AED”) Loaner Program organized by the City of Henderson (“City of Henderson”), of 240 Water St., Henderson, Nevada, 89015 and/or use of the equipment, I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ enter into this “Waiver” and hereby stipulate and agree as follows:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the City of Henderson, or the employees, representatives or agents of the City of Henderson.
2. I represent that I have successfully completed the Chest Compression Training and reviewed the AED Instructional Video.
3. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for such risks, including but not limited to, personal injury to myself.
4. I waive and hold harmless the City of Henderson from any and all claims that may exist, currently or in the future, as a result of my participation in the AED Loaner Program. My obligation to indemnify and defend the City of Henderson shall include any and all reasonable attorneys’ fees and other fees incurred defending, investigating, and/or enforcing compliance with this Waiver.
5. I further release and discharge the City of Henderson, including but not limited to, its various departments, its officials, administrators, employees, agents, representatives, and volunteers for any injury, loss or damage arising from the use of the “AED”, whether caused by my actions, the actions of the City of Henderson, or actions by third parties.
6. Unless otherwise provided, this Waiver shall be controlled and enforced under the laws and statutes of the State of Nevada.
7. I agree and acknowledge that I entered into this Waiver freely and voluntarily, and had time to review it before signing.
8. If any provision in this Waiver is held to be unenforceable by a court of law or equity, this Waiver shall be constructed as if such provision did not exist and non-enforceability of such provision shall not be held to render any other provision or provisions of this Waiver unenforceable.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AS DESCRIBED HEREIN.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_