



### AED Program Agreement

By joining the Tyler Heart Institute AED Program, your agency agrees as follows:

I understand and agree that our organization will:

- Install the AED wall cabinet and sign provided
- Develop a plan to announce the AED availability across the organization
- Conduct monthly AED checks
- Purchase batteries and electrodes upon expiration or in the event of use of the AED
- Provide usage information to Tyler Heart Institute if an incident occurs

By submission of this agreement, your agency affirms it will comply with all requirements of California Health and Safety Code 1797.196 either by joining the maintenance program or maintaining compliance independently.

The agency and it's agents and employees waive any and all claims they may have at any time against the Tyler Heart Institute of the Community Hospital of the Monterey Peninsula and the Via Heart Project, 1725 Clay Street, Suite 100, San Francisco, CA, 94109 and their agents and employees to any civil damages resulting from or connected to this program, including but not limited to, the requirements of California Health and Safety Code section 1797.196, the use, misuse, malfunction, installation, operation, or maintenance or AEDs, or in the training to or rendering emergency care using AEDs (collectively "Claims"), excluding those Claims resulting from the gross negligence or willful or wanton misconduct of Tyler Heart Institute of the Community Hospital of the Monterey Peninsula or the Via Foundation.

In the event of a Claim against the Tyler Heart Institute of the Community Hospital of the Monterey Peninsula or the Via Heart Project (and its agents and employees) not resulting from gross negligence or willful or wanton misconduct of the Tyler Heart Institute of the Community Hospital of the Monterey Peninsula or the Via Heart Project, the agency will defend and indemnify all Tyler Heart Institute of the Community Hospital of the Monterey Peninsula and the Via Heart Project from all damages (of whatever kind or nature) and defense costs (including attorneys fees and experts fees) incurred by it.

In any dispute arising out of or connected wit this application and agreement, the prevailing party will be entitled to reimbursement of its attorney's fees and costs incurred.

The person signing below is authorized to act on behalf of the agency and to bind this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

DocuSigned by:  
*Gary Giboney*  
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Post Office Box HH • Monterey, CA 93942

Auditor-Controller

7/13/2020 | 10:15 AM PDT