

Living for Zachary

Date:

Organization Name:

Attention:

Donation Mailing Address:

City:

State:

Zip Code:

Re: AED Award Letter

Dear _____ (Organization's Name),

Living for Zachary is a 501(c)(3) non-profit organization dedicated to raising awareness and preventing sudden cardiac arrest in youth. Your organization submitted an Automated External Defibrillator (AED) Donation Application to Living for Zachary. After reviewing your application, our AED Donation Committee has determined your organization has met the eligibility requirements for AED placement.

- Organization that works directly with youth ages 12-22 years old
- Organization that demonstrates a financial need for an AED
- Organization that exhibits a need for AED placement in the proposed facility

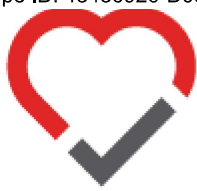
This letter is official notification that your organization will be receiving a Living for Zachary AED Package at no cost. The details of the package are included in the AED Donation Program Agreement and Liability Release.

As an AED owner, your organization will be responsible for maintaining this device. Therefore, below is a list of duties that must be performed to ensure functionality at all times.

- Inspect AED monthly to ensure it is rescue ready (verify status indicator is flashing and both sets of pads are within expiration date)
- Replace pads and battery prior to expiration
- Maintain a minimum of 8 employees/members CPR/AED certified at all times (AHA certifications must be renewed every 2 years)
- Notify your local fire and police department to let them know the location of AED placement within your facility
- Register your Living for Zachary donated AED device(s) with [AED365](#) and complete monthly inspections (see instructions below)
- If an outdoor AED is awarded, someone within your organization is responsible for coordinating the transportation of the AED to on- and off-site activities year round

Finally, your receipt of our AED donation is conditioned upon your execution of the AED Donation Program Agreement and Liability Release. Please read the agreement carefully and execute the agreement. Also, please verify the address in the header as this is where the AED will be shipped and email us with any changes.

If you have any questions about our AED donation, the process for receiving or your organization's responsibilities going forward, please feel free to contact us at 972-478-5959.



Living for Zachary

Thank you for applying and congratulations on making your organization's facility "Heart Safe!"

Sincerely,

A handwritten signature in black ink that reads "Jessica Cook". The signature is written in a cursive, flowing style.

Jessica Cook
Executive Director
Living for Zachary



AED DONATION PROGRAM AGREEMENT AND LIABILITY RELEASE

This AED Donation Program Agreement and Liability Release (this “Agreement”) is made and entered into as of _____ (Date) by and between Living for Zachary (“L4Z”) and _____ (the “Participant”).

R E C I T A L S

WHEREAS, L4Z is a non-profit organization with a mission dedicated to saving young lives from sudden cardiac arrest and raising awareness of undiagnosed heart issues in teens;

WHEREAS, the Participant has submitted an Automated External Defibrillator (“AED”) Donation Application to L4Z’s AED Donation Program and the AED Donation Committee has determined that the Participant meets the eligibility requirements for AED placement;

WHEREAS, L4Z is relying on the representations made by the Participant in the AED Donation Application;

WHEREAS, L4Z will donate an AED and other related safety equipment (the “Donated Equipment”) to the Participant (and a list of Donated Equipment is set forth in the AED Award Letter sent by L4Z to Participant, the “Award Letter”), and as a recipient of the Donated Equipment, Participant agrees to the mutual conditions and obligations as set forth herein.

WHEREAS, In addition to any other protection that may be provided by local, state, or federal law, Texas law provides these specific liability protections for AED usage and providers of emergency care:

- Section 779.006 of the Texas Health and Safety Code protects any person or entity that acquires an AED, and any person or entity that owns or occupies the facility wherein an AED is located, from liability for civil damages related to the use, attempted use, or failure to use an AED, unless such conduct is willfully or wantonly negligent.
- Section 779.006 of the Texas Health and Safety Code protects any person or entity that provides training in the use of an AED from liability for civil damages related to such training, unless such conduct is willfully or wantonly negligent.
- Section 74.151 of the Texas Civil Practices and Remedies Code protects volunteers who in good faith administer emergency care, including the use of an AED, from liability, unless the volunteer’s conduct was willfully or wantonly negligent, or unless the volunteer’s negligent act or omission was a producing cause of the emergency for which care is being administered.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, L4Z and the Participant, intending to be legally bound, hereby agree as follows:

1. Required Training/Specific Duties. The Participant hereby agrees to follow any instructions or rules established by L4Z in writing in connection with the Donated Equipment which shall include participating in CPR/AED training class and the performance of the specific duties in connection with the Donated Equipment as set forth in the Award Letter. Such specific duties include (i) Register your Living for Zachary donated AED device(s) with AED365 and complete monthly inspections with AED365 to ensure functionality (which shall include verifying that the status indicator is flashing and both sets of pads are within the expiration date); (ii) replacement of pads and battery prior to expiration; and (iii) maintenance of a minimum of 8 employees/members of Participant that are CPR/AED certified at all times (such AHA certifications must be renewed every 2 years).

2. No Representation or Warranty with Respect to Donated Equipment. The Participant acknowledges and agrees that L4Z is neither the manufacturer nor a seller of the Donated Equipment. Neither L4Z nor any of its directors, officers, employees, or agents makes any representation or warranty, express or implied, to the fitness or functionality of the Donated Equipment and will have no liability to the Participant or any other person resulting from the use of the Donated Equipment.

3. Liability Release and Covenant Not to Sue. participant covenants not to sue, releases, and forever discharges L4z, its directors, officers, employees, or agents (“releasees”) from and against all claims, damages, injuries, losses, actions, lawsuits, proceedings, expenses, costs, and attorney fees arising out of, involving or relating to the aed donation program, including, but not limited to, any claim that a releasees’ acts or omissions were caused in whole or in part by the strict liability, negligence, or gross negligence by the releasees.

4. Bankruptcy. If a receiver, liquidator or trustee shall be appointed for the Participant or if the Participant shall be adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by the Participant or if any proceeding for the dissolution or liquidation of the Participant shall be instituted (the “Bankruptcy Event”), the Participant hereby agrees to notify L4Z of such Bankruptcy Event and shall promptly, but in no event later than 10 days from the date of the Bankruptcy Event, return the Donated Equipment to L4Z so that L4Z may select a replacement candidate for AED placement.

5. Voluntary Dissolution. If the Participant shall voluntarily dissolve, liquidate its assets, or otherwise cease to do business (the “Dissolution Event”), the Participant agrees to notify L4Z prior to such Dissolution Event and, in good faith, return the Donated Equipment to L4Z prior to the Dissolution Event so that L4Z may select a replacement candidate for AED placement.

6. Ownership of Donated Equipment. The Participant hereby covenants that the Participant shall be the owner and in possession of the Donated Equipment and shall not gift, sell, or otherwise transfer the Donated Equipment to any other person or entity without the prior written consent of L4Z.

7. Authority. The Participant here represents that the individual executing this Agreement on behalf of the Participant is duly authorized to execute this Agreement on behalf of such Participant and that this Agreement is binding on such Participant.

8. Assignment; Successors. No party may assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of the other party hereto; provided, however, that L4Z and Participant may assign this Agreement to any of its subsidiaries or successors. This Agreement shall be binding upon, and inure to the sole benefit of, the parties, their successors, permitted assigns and legal representatives.

9. Governing Law. This Agreement, all claims or causes of action that may be based upon, arise out of or relate to this Agreement, shall be governed by and shall be construed in accordance with the internal laws of the State of Texas.

10. Amendment. This Agreement may not be amended, supplemented or otherwise modified except in a writing signed by all parties.

11. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

LIVING FOR ZACHARY

By: 

Printed Name: Jessica Cook
Title: Executive Director

Participant Name: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

AED: Defibtech Lifeline
OUTDOOR PACKAGE (qty 1)

- (1) Defibtech Lifeline
- (1) Long Life Battery
 - (1) Adult Pads
- (1) CPR Ready Kit
- (1) Waterproof Case



Living for Zachary

AED PROGRAM GUIDELINES

Thank you for committing to make your facility “heart safe” with the addition of an Automated External Defibrillator from Living for Zachary. In an effort to help your organization deploy a successful AED Program, below are some basic program guidelines:

1. **AED Coordinator:** Select a qualified individual from the organization to monitor all aspects of your AED Program. ****If there is a change in staff, you are responsible of notifying Living for Zachary with the new AED Coordinator.****
2. **AED Placement:** AED should be placed in a high traffic, centrally located area. If possible, try to locate near other emergency medical equipment (Fire Extinguisher, First Aid Cabinet, Fire Alarm, Security Alarm). Do not, I repeat DO NOT lock AED down or place in a secured area which cannot be accessed by those who use the facility.

Notify your local fire and police department to let them know the location of AED placement within your facility. ****Register your Living for Zachary donated AED device(s) with AED365 and complete monthly inspections (see details in agreement).**

3. **Mounting AED:** All indoor AED donations will come with an Alarmed Wall Cabinet to house the AED. To mount cabinet, you will need four screws, which are not included. Furthermore, in order to comply with the American Disabilities Act, the cabinet should be mounted no more than 48 inches from bottom of cabinet to the floor.
4. **Replacing Parts:** Your device has three expiring pads, battery, adult pads and infant child pads. The factory stated life is listed below; **however, consult the expiration sticker on the part for an exact date.**

Part	Life Expectancy
Battery	5 years
Adult Pads	2 years

5. **Monthly Inspections:** To ensure that your device is functioning, it is imperative that someone perform a monthly inspection. When inspecting the AED, you should do a visual check of the following:

Status Indicator Light: If flashing Green, AED is “Rescue-Ready”

Adult Pads: If inspection date is not beyond expiration, pads are in good condition.

6. **CPR/AED Training:** Operating an AED is very easy. However, responding properly to a Sudden Cardiac Arrest event can be very stressful to an untrained person. Therefore, it is imperative that your organization train and certify any employee who may be asked to respond and utilize your AED.

If you adhere to these guidelines, your AED Program will be prepared to handle any Sudden Cardiac Arrest that may arise.

Sincerely,
Living for Zachary Staff