

LIFEPAK CR2 DEFIBRILLATOR Transfer of Ownership Agreement

Print information (for person signing agreement):

Organization: _____

Authorizing Agent: _____

Mailing Address: _____

Physical Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

***use agency email address, rather than personal email address, if available**

In exchange for user training and grant of the LifePak CR2 Defibrillators, the Organization named above assumes sole and exclusive responsibility for all aspects of use, attempted use, or non-use of the LifePak CR2 Defibrillators. The Organization also agrees, at its sole cost and expense, to indemnify, defend and hold harmless the North Dakota Department of Health Division of Emergency Medical Systems (NDDoH DEMS), as well as its officers, agents and employees, against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees in any way resulting from acts or omissions involving the placement and/or use of the LifePak CR2 Defibrillators.

The Organization understands, acknowledges, and agrees that the LifePak CR2 Defibrillators provided by NDDoH DEMS are provided "as is" without any representations or warranties of any kind whether express or implied. **(All warranties by Stryker/Physio-Control still apply).**

In addition, we agree that our organization will participate in data collection and evaluation efforts. We acknowledge the need for periodic connectivity of the AED device to a Wi-Fi source to uphold this agreement.

We agree to designate an individual(s) to represent our organization as a "trainer". This individual(s) will facilitate connectivity of the LifePak CR2 Defibrillators to Wi-Fi and assist in

educating our staff on the use of the units upon completion of "Train the Trainer" training. We further agree periodic training will be developed or coordinated by our organization's "trainer" for the LifePak CR2 defibrillators, including CPR training using training models of the devices (available by contacting the NDDoH DEMS).

The organization agrees to return the LifePak CR2 defibrillators to the NDDoH DEMS if the organization ceases to participate in The North Dakota Law Enforcement AED Project.

No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Agreement, except as may be otherwise provided by its terms. This Agreement may not be enlarged, modified, or altered except by written amendment signed by the parties to this Agreement.

This agreement will be active upon signatures of both parties and the organization's receipt of the LifePak CR2 Defibrillators.

SIGNATURES

For the Organization:

Signature

Date

Print Name

For the Division of Emergency Medical Systems:

Christopher Price, Director
Division of Emergency Medical Systems
North Dakota Department of Health

Date

For office use:

Number of LifePak CR2 Defibrillators _____

Serial Numbers:
