



West Ada
SCHOOL DISTRICT

AED WAIVER AGREEMENT

This EQUIPMENT WAIVER AGREEMENT (“Agreement”) is entered into this 23rd day of January, 2026, between the City of Meridian and the West Ada School District, each a political subdivision organized under the laws of the State of Idaho.

WHEREAS, Meridian City intends to declare thirty-seven (37) automated external defibrillator machines with the serial numbers listed on Attachment A, incorporated hereto by reference, as surplus (the “Equipment”).

WHEREAS, the West Ada School District has a use for the Equipment,

WHEREAS, Meridian City intends to direct donation of the Equipment to the West Ada School District.

WHEREAS, the West Ada School District agrees to release Meridian City from any and all liability associated with the transfer of equipment described above;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

1. Meridian City agrees to donate the Equipment to the West Ada School District, pursuant to the terms and conditions of this Agreement.
2. West Ada School District acknowledges that Meridian City is not the manufacturer of the Equipment and as such is providing the equipment on as “as is” basis and makes no warranties, whether express, implied, or statutory, regarding or relating to the products furnished or provided under this agreement. To the fullest extent allowed by law, Meridian City specifically disclaims all implied warranties of title, merchantability, non-infringement, and fitness for a particular purpose (even if the other Party has been informed of such purpose).
3. West Ada School District recognizes that there are certain risks inherent with used equipment and agree that it is its responsibility to ensure that users of the Equipment have appropriate training and any relevant certifications.
4. West Ada School district releases Meridian City from any and all liability relating to the donation of Equipment under this Agreement. West Ada School District assumes all liability and risk relating to its use of the donated Equipment. Each party shall be

responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party.

5. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho. This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

CITY OF MERIDIAN:

By: _____
Robert E. Simison, Mayor

Attest: _____
City Clerk

WEST ADA SCHOOL DISTRICT:

By: David L. Roberts
David L. Roberts, Chief Financial Officer