

January 18, 2017

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Mad River Valley Rotary**

One Organization's Difficulty in Donating an AED in Vermont

Testimony before the House Judiciary Committee
regarding a proposed change to 18 V.S.A. 907.

1. My name is Wayne Foster. I am the current President of the Mad River Valley Rotary Club.
2. In April, 2015 the Mad River Valley Ambulance Service (*MRVAS*) presented at our regular weekly Club Meeting. They showed us the latest Automatic External Defibrillator, and taught us how to perform CPR on dummies.

The club was seriously impressed with the ease of use and reported effectiveness of the AED.

3. Shortly thereafter, MRVAS applied for a charitable donation from our Club to purchase an AED to be placed at one of the two supermarkets in Waitsfield: Mehuron's Supermarket. The Club approved and funded the request for the full cost of an appropriate AED, to be selected by MRVAS.
4. Nearly a year later we learned that the AED had not yet been placed in this busy facility of public accommodation. Ultimately we were told that advisors to MRVAS had strongly recommended that, out of concerns for liability, the Ambulance Service not donate the AED.

We have not been informed exactly what liability concerns the Ambulance Service is concerned about.

5. While researching this issue, I read 18 V.S.A. 907, the state statute covering AEDs. We note that, while the owner of the premises on which the AED is located is generally held harmless from liability for the use of the AED on his premises, it is our opinion that such is not the case for someone who donates an AED to the owner.

Section (d)(2) of the statute keeps in place all liabilities under statute or rule of law for those in the design, manufacturing, and sales chain for the AED, including the “supplier” of the AED. We suspect that this word “supplier” was intended to capture the business which sold the AED to the property Owner on whose premises the AED sits. Unfortunately, in our opinion it also captures an intermediary party who purchases the AED at retail, and then donates the device to the ultimate user.

This must certainly be an unintended consequence, and we strongly support the proposed change in Section (d)(2), which would change the word “supplier” to “seller.”

6. In our Club’s situation, the Ambulance Service has asked to return the AED to the Club, hoping that we would then donate the AED directly to the supermarket. The Club has preliminarily approved this concept, but has held off making the donation pending the change in the law about which this testimony is being made.

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