

Nova Scotia Health (“NSH”) agrees to permit \_\_\_\_\_  
 (“User”) to enter onto and use the QEII Simulation Program facilities (“Facility”) for the purpose  
 of \_\_\_\_\_ on the following dates: \_\_\_\_\_

In consideration of this permission, the User agrees as follows:

- 1) To assume full legal and financial responsibility for any and all damages to NSH buildings, facilities and/or equipment used by the User, and to be responsible for removal of all personal materials prior to leaving the Facility at the completion of each program/event. User will be billed for any damages repaired by NSH including labour and materials. NSH does not assume responsibility for damage to or loss of any materials or equipment left at the Facility. NSH is not responsible to User, its officers, employees, agents, participants, or invitees for any items lost or stolen at the Facility or as a result of User’s use of the Facility;
- 2) To conform to all applicable NSH policies and procedures, including those relating to patient confidentiality. The User shall not knowingly permit its participants, employees or agents to act in breach of the NSH policies and procedures;
- 3) To indemnify and hold harmless, assume liability for and defend, NSH and its officers, employees and agents, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen, from the acts, errors or omissions of the User, in connection with User’s operations, activities, occupancy, or use of the Facility.
- 4) To indemnify and hold harmless, assume liability for and defend, NSH and its officers, employees and agents, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses, brought by any employees of the User which in any manner arise or are alleged to have arisen from the User’s use of the Facility.
- 5) To carry a Commercial General Liability insurance policy with a limit of \$5,000,000 per occurrence to cover the occurrence of property damage or bodily injury arising out of or during the use of the Facility. NSH provides liability protection only for NSH employees, officers, and agents when operating within the scope of their employment or agency.

6) To provide NSH with evidence of insurance prior to the effective date of this agreement. When requested by NSH, the User shall provide certified copies of the required insurance policies.

The User acknowledges reading this document and understands and accepts the terms as stated:

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Organization

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Authorized Signature

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Date

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NSH Authorized Signature

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Date