

SPOTSYLVANIA SHERIFF'S OFFICE



PROJECT LIFESAVER



AGREEMENT

This AGREEMENT is made the _____ day of _____, 20__ by
and _____ between _____
(RESPONSIBLE PARTY) who resides at _____
_____ (City) _____
(State) _____ (Zip) _____ and the Spotsylvania County Sheriff's Office.

Whereas the Spotsylvania Sheriff's Office serves the community through the efforts of paid and volunteer members who perform benevolent, humanitarian, and charitable services to include search and rescue and disaster relief; and,

Whereas the Spotsylvania Sheriff's Office has a Project Lifesaver® program for search and rescue using electronic signaling devices as an aid in searching for lost persons who suffer in one form or others from diminished mental capacity or other disability; and,

Whereas the Spotsylvania Sheriff's Office does not act as an agent, representative, or surrogate for any other person, body, or legal entity in undertaking the experimental test program and neither obligates nor is able to obligate any other person, body, or legal entity by undertaking such pilot program; and,

Whereas, the RESPONSIBLE PARTY named herein is empowered, able, and authorized to act in the name of and on behalf of the person named in Section 1 below; and,

Whereas, the RESPONSIBLE PARTY desires to participate for the benefit of the person named in Section 1 below in the Project Lifesaver® program being undertaken.

THEREFORE;

1.) The Spotsylvania Sheriff's Office agrees to furnish the RESPONSIBLE PARTY named above transmitter # _____ for the use and benefit of (NAME OF CLIENT) _____. The Spotsylvania Sheriff's Office will provide monitoring, response, and tracking services appropriate and necessary for the use of such equipment.

2.) The Spotsylvania Sheriff's Office currently waives the fee for enrollment in the Project Lifesaver® program which is made possible through a combination of grants, and community and civic donations. If a fee will be required in the future, program participants will be advised 60 days in advance of any fee implementation.

3.) It is the duty of _____, the RESPONSIBLE PARTY, to immediately notify the Spotsylvania Sheriff's Office at 911 in the event the designated client of the Project Lifesaver® tracking bracelet is discovered missing from the responsible party's care.

4.) In the event that the Project Lifesaver® bracelet is no longer needed by the designated client, the Spotsylvania Sheriff's Office is to be notified immediately so that said bracelet can be removed.

5.) If the Project Lifesaver® transmitter and bracelet are lost or otherwise rendered unusable, the RESPONSIBLE PARTY shall reimburse the Spotsylvania Sheriff's Office the cost of the transmitter and bracelet. The charge for this will be \$315. At the discretion of the Spotsylvania Sheriff's Office, this fee may be waived.

6.a.) Failure to conform to Project Lifesaver® Guidelines could result in removal from the program. Violation examples are as follows:

- 1) Not filling out the monthly check-sheet (properly and daily)
- 2) Not testing the battery each day
- 3) Failure to notify the agency if the client wanders
- 4) Failure to report separation of the transmitter from the client or loss of the transmitter which remain unreported.

6.b.) Notification process of repeat violations;

- 1) 1st violation – Written notice explaining the violation

- 2) 2nd violation – Written notice explaining the violation (with reference to the initial violation)
- 3) 3rd violation – Written notification and potential removal from the program. Certain continued violations could result in the Sheriff's Office generating an invoice to the attention of the RESPONSIBLE PARTY to cover the repair or replacement of missing, lost, or damaged equipment.

7.) In the event of failure of the equipment described herein, the Spotsylvania Sheriff's Office will attempt to repair or replace such equipment at its option upon being notified of the need for such service.

8.) It is specifically agreed and understood that the Spotsylvania Sheriff's Office shall retain all title and interest in said equipment, and in no way does the lessee or user acquire any title or lien in said equipment.

9.) The RESPONSIBLE PARTY specifically acknowledges and agrees that the Project Lifesaver® bracelet tracking system is NOT INTENDED to replace the care, monitoring, attention, and oversight to be provided by the RESPONSIBLE PARTY to the person named in Section 1 above. The responsible party, on behalf of the bracelet wearer accepts the use of the equipment and the services described above with the understanding that the Project Lifesaver® equipment and services are intended to be merely an additional and supplementary tool providing an extra means of attempting to locate the wearer of the Project Lifesaver® bracelet in the event that the wearer is discovered missing.

NOTICE:
READ THIS SECTION VERY CAREFULLY
DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTAND THIS
SECTION
SECTION 11 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS.
YOU ARE RECOMMENDED TO CONSULT YOUR OWN ATTORNEY
BEFORE SIGNING THIS CONTRACT.

10.) _____, the RESPONSIBLE PARTY, hereby releases the Spotsylvania Sheriff's Office of whatever sort, kind, or nature regarding the performance and fulfillment of the monitoring, response, and tracking services described in Section 1 above or any other ends for which this agreement is made. The Spotsylvania Sheriff's Office shall not be

responsible for failure, delay, default, interruption, stoppage, or interference or any other failure of any kind, manner, or nature regarding the performance of the equipment or services under this contract.

11.) _____, the RESPONSIBLE PARTY, hereby releases and holds harmless Project Lifesaver® International, the Spotsylvania Sheriff's Office and the County of Spotsylvania, Virginia and any and all members of and all other persons or entities associated with Spotsylvania Sheriff's Office and the County of Spotsylvania in conducting this program involving the use of Project Lifesaver® equipment and the provision of said services described herein. Such parties named in this paragraph shall be released and held harmless to the full extent and in every manner identified in Section 10 regarding the Spotsylvania Sheriff's Office.

12.) I understand that Project Lifesaver® is a program administered by the Spotsylvania County Sheriff's Office and agree to release and hold the Spotsylvania Sheriff's Office, the County of Spotsylvania, its officers, employees, agents, and all of their respective personnel, offices, and volunteers harmless from any and all claims of liability and/or damage, and waive any and all rights to seek recourse for any losses or injury that may occur as a result of participation in the Project Lifesaver® program.

13.) Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability under any circumstances are limited to a refund of amounts paid on any monthly services fees charged and/ or costs of this specialty equipment purchased by responsible party and used specifically in this program.

14.) The RESPONSIBLE PARTY understands and agrees that the Spotsylvania Sheriff's Office makes no warranties, guarantee's assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein or of any search or searches undertaken utilizing the electronic equipment or any other electronic equipment used during the term of this contract or pilot program.

15.) The RESPONSIBLE PARTY specifically agrees and promises NOT TO RELY upon the equipment or services herein for the safety, welfare, finding, or retrieval of the wearer of the Project Lifesaver® bracelet. The RESPONSIBLE PARTY agrees and understands that the equipment and

services provided under this contract may be ineffective and unavailable for the purposes provided.

16.) The RESPONSIBLE PARTY acknowledges that all information provided has been given voluntarily, and I consent to collection, use, and disclosure of such information. I understand that all information I have provided in this application may be shared among Local Law Enforcement, Fire and Rescue, and other necessary agencies in the community where I reside. Therefore, I understand that none of the information I have provided or will provide in the future can be considered confidential or protected or private when used for the purpose of the Project Lifesaver® Program, except as otherwise required by law.

17.) The RESPONSIBLE PARTY represents and warrants that they have full power and authority as the duly authorized representative of the CLIENT named above in Section 1 to register and act on his/her behalf. If needed, a Power of Attorney and/or Power of Personal Care is available.

18.) I specifically waive any rights to confidentially to the CLIENT's medical records by Spotsylvania County Sheriff's Office or Project Lifesaver® International, such waiver includes the dissemination of such information. I confirm that I have the authority by which to waive such rights.

19.) The Project Lifesaver® Program Contract shall be governed by and construed under the laws of the Commonwealth of Virginia. Any disputes arising from or related to this contract that results in litigation shall be filed and heard in the Circuit Court of Spotsylvania County, Virginia.

20.) This agreement may be terminated at the option of either party upon thirty (30) days written notice to the other party. Upon termination of this Contract, terms and conditions related to indemnification, warranty, governing law, venue, and jurisdiction shall continue and survive in full force and effect.

Therefore, the RESPONSIBLE PARTY specifically disclaims any reliance, expectation of success, or dependence upon the equipment or services for the health, safety, welfare, finding, rescue, or retrieval of the person named in Section 1 above.

By signing below, I, the RESPONSIBLE PARTY, affirm that I have read and understand the contract: including the waiver and release of liability, the non-reliance provisions, and that it is my desire and intention to enter into this agreement. By affixing my signature below I hereby agree to the terms and provisions of this contract.

(Responsible Party Printed Name)

(Responsible Party Signature)

(Street Address)

(City) (State) (Zip Code)

(H) _____ (C) _____
Telephone number

(E-mail address)

******* WITNESS or NOTARY USE ONLY *******

(Printed Name) (Signature)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

ACCEPTED: The Spotsylvania County Sheriff's Office

NAME: _____
Project Lifesaver® Representative (Print)

Signature

Date
