



**DOUGLAS COUNTY
SHERIFF**

Project Lifesaver Program Contract

If applicant is accepted into the Project Lifesaver Program, the following terms shall apply as agreed to upon the signing of the Project Lifesaver contract:

Client Number DC-06- **Frequency** 215. **Client Name** _____

This contract is entered into this ____ day of _____, _____, between _____ (the "Applicant") and Douglas County Sheriff's Office, upon the Applicant's request to participate in the Project Lifesaver Program.

I acknowledge that the information I have provided is true and accurate to the best of my knowledge. All information provided has been given voluntarily, and I consent to the collection, use and disclosure of such information for the purposes of Project Lifesaver. Furthermore, I hereby represent and warrant that I have full power and authority as the duly authorized representative of the Applicant named below, to register and act on his/her behalf. My Power of Attorney and/or Power of Personal Care is attached, if needed.

THEREFORE, IN CONSIDERATION of the mutual promises and obligations contained herein, the sufficiency of which is acknowledged, the parties agree as follows, each to their respective obligations:

1. I understand that when I enroll an Applicant in Project Lifesaver, that it does not replace the need for constant supervised care of the person. I am, and remain, primarily responsible for supervised care and take fully responsibility of protecting this person from wandering. I also understand that I, or a family member, must be present in the home with the Applicant at all times.
2. I understand that Project Lifesaver equipment is designed to be an additional aid to help locate missing persons and that there is no warranty, representation or guarantee that a person will be found because they are wearing a Project Lifesaver bracelet. Project Lifesaver equipment is designed to provide law enforcement personnel with an additional technology in attempting to locate the Applicant.
3. In order to be eligible for this program, I understand that the Applicant must suffer from a disorder that may prohibit him or her from communicating personal information, such as who she or he is, or where he or she lives. I also understand that the Applicant shall not operate a motor vehicle while participating in this program, and that I have a responsibility to take reasonable measures to ensure that the Applicant does not have access to motor vehicle keys.

4. In order for Project Lifesaver to work, I have a responsibility to obey the instructions of the Program, follow all training, and make sure that the person that I enroll is wearing the Project Lifesaver transmitter bracelet. If it has been removed or is defective; I will call Project Lifesaver immediately.
5. When I notice that the Applicant enrolled has wandered off, I must **immediately** call the emergency number supplied by Project Lifesaver and report the Applicant as a missing person. I understand and acknowledge that the Project Lifesaver device cannot predict or report that the Applicant has wandered off and that it is used solely as an aid for emergency personnel when notified the Applicant is missing.
6. A monthly maintenance fee of \$10.00 shall be payable at the 1st day of each month, by pre-authorized checking/credit card/cash. This fee is used to pay for the replacement battery and band. This fee may be waived if authorized upon a showing of financial need.
7. I understand that, while Project Lifesaver is an electronic tracking device that assists in locating persons who wear the bracelet device, there may be unforeseen times or circumstances when individuals cannot be located even while wearing the transmitter bracelet. I will not hold Project Lifesaver or any of its employees or volunteers, City or County Law Enforcement or Fire and Rescue Agencies involved liable for failure to locate the person using the system, and hereby release all such agencies from any claim, cause of action, loss or damages arising from any inability or delay in locating the Applicant.
8. 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 provide in the future can be considered confidential or protected or private when used for the purposes of the Project Lifesaver Program, [notwithstanding the provisions of the Personal Information Protection and Electronic Documents Act].
9. I specifically waive any rights to confidentiality to the Applicant's medical records, and confirm that I have the authority by which to waive such rights.
10. I understand that Project Lifesaver is a program administered by Douglas County Sheriff's Office. I agree to release and hold each agency and all of their respective personnel, officers 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.
11. I understand that the Douglas County Sheriff's Office has asked that I contribute a \$275 donation to help defray the cost of the equipment. I understand that this donation is voluntary, and that it is not a condition to the Applicant being accepted into the program. I further understand that any donation I make is nonrefundable and does not entitle the Applicant or his/her representative to keep any equipment, nor does it entitle the Applicant's acceptance into or continued participation in the program.

12. I understand that the transmitter and tester remain the property of Project Lifesaver and when no longer being used by the Applicant to whom it was assigned will be returned undamaged to Project Lifesaver to be assigned to another participant in the Program. I shall remain liable for any loss or damage to all such equipment and for the replacement cost of all such equipment until returned to Project Lifesaver.
13. I understand that if I fail to use the tester device at least once per day and record the results on the supplied test result monthly inspection sheet, or if I fail to notify Project Lifesaver immediately when I discover the Applicant missing, or if I fail to notify Project Lifesaver if I test the transmitter device and find no signal indication, or if the Applicant refuses to wear or removes the device 3 (three) times, then the Applicant may be involuntarily removed from the program. I also understand that failure to follow any other requirements of this contract may result in the Applicant being involuntarily removed from the program. All property will then be returned to Project Lifesaver and I will return to the original security measures, which were in place prior to enrollment in Project Lifesaver, and without recourse to Project Lifesaver.

Applicant

by

Caregiver's Name (Printed)

Caregiver's relationship to Applicant

Caregiver's Signature

Date

Douglas County Sheriff's Office

By

Title

Date