



# ***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:

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 full 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 a missing person 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. I also acknowledge that this is an experimental program for aiding in the search and rescue of persons suffering from diminished mental capacity or other disability.
3. 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 the bracelet has been removed or is defective; I will call the Sussex County Sheriff's Office immediately.
4. When I notice that the Applicant enrolled has wandered off, I must immediately call the emergency number supplied by the Sussex County Sheriff's Office and report the Applicant as a missing person. Project Lifesaver teams will respond to search. I understand and acknowledge that the Project Lifesaver device cannot predict or report that the Applicant has wandered off. It is used solely as an aid for emergency personnel when notified the Applicant is missing.
5. A monthly maintenance fee of \$5.00 per month will be charged by the Sussex County Sheriff's Office. This will be due by the 30<sup>th</sup> of each month and paid by the 10<sup>th</sup> of the next month to avoid a late fee of \$1.00.

6. 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, Sussex County Sheriff's Office, or any of its employees or volunteers, Provincial or city Law Enforcement or Fire and Rescue Agencies (collectively the "Releases") involved liable for failure to locate the person using the system, and hereby release all such Releases from any claim, cause of action, loss or damages arising from any inability or delay in locating the Applicant.
7. 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 purposes of the Project Lifesaver Program, [notwithstanding the provisions of the Personal Information Protection and Electronic Documents Act].
8. I specifically waive any rights to confidentiality to the Applicant's medical records by Project Lifesaver International or any of Project Lifesaver's member agencies which includes dissemination of such information. I confirm that I have the authority by which to waive such rights.
9. I understand that Project Lifesaver is a program administered by:  
SUSSEX 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.
10. I understand that the transmitter and tester remain the property of Sussex County Sheriff's Office and when no longer being used by the Applicant to whom it was assigned will be returned undamaged to Sussex County Sheriff's Office 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 Sussex County Sheriff's Office.
11. 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 Sussex County Sheriff's Office immediately when I discover the Applicant missing, or if I fail to notify Sussex County Sheriff's Office 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. All property will then be returned to Sussex County Sheriff's Office 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 or Sussex County Sheriff's Office.

\_\_\_\_\_  
CAREGIVERS NAME (PRINTED)

\_\_\_\_\_  
CAREGIVERS SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
APPLICANTS NAME

\_\_\_\_\_  
FOR PROJECT LIFESAVER

\_\_\_\_\_  
SUSSEX COUNTY SHERIFF'S OFFICE