



## *Stafford County Sheriff's Office*

1225 Courthouse Road  
P.O. Box 189  
Stafford, VA 22555  
(540) 658-4400

# ***Project Lifesaver® Program Contract***

I, \_\_\_\_\_, ("Responsible Party") the party responsible for providing care to \_\_\_\_\_ ("Applicant"), acknowledge 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 above, to register and act on his/her behalf. My Power of Attorney and/or Power of Personal Care is attached, if needed. If Applicant is accepted into the Project Lifesaver Program, the following terms shall apply as agreed to upon the signing of the Project Lifesaver Program Contract.

THEREFORE, IN CONSIDERATION of providing the Responsible Party and Applicant with Project Life Saver equipment, the Responsible Party agrees as follows:

1. I understand that when I enroll an Applicant in Project Lifesaver, 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 an authorized 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 a 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 I enroll is wearing the Project Lifesaver transmitter bracelet. If the bracelet has been removed or is defective; I will call Project Lifesaver immediately.
4. 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. Trained First Responders 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. I understand that while Project Lifesaver is an electronic device that assists in locating persons who wear the 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 International, Stafford County Sheriff's Office, Stafford County, or any Law Enforcement agencies, Fire and Rescue agencies, or any County Public Safety official 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.
6. The Stafford County Sheriff's Office is NOT responsible in any respect for any technical failure due to manufacturing or material defects of the equipment described herein, the fitness or suitability of the equipment described herein for a particular purpose, or the merchantability of the equipment described herein.
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 purpose of the Project Lifesaver Program, except as otherwise required by law.
8. I specifically waive any rights to confidentiality to the Applicant's medical records by Stafford 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.
9. I understand that Project Lifesaver is a program administered by the Stafford County Sheriff's Office and agree to release and hold the Stafford County Sheriff's Office, the County of Stafford, its officers, employees, agents, 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. \_\_\_\_\_, the Responsible Party, hereby releases and holds harmless the Stafford County Sheriff's Office, the County of Stafford, its officers, employees, agents and all of their respective personnel, officers and volunteers, as well as any and all other persons or entities associated with the Stafford County Sheriff's Office and/or the County of Stafford from any and all liability arising from (a) any failure of the equipment or any failure of the Stafford County Sheriff's Office of whatever sort, kind, or nature, regarding the performance and fulfillment of the monitoring, response, and locating services described in Section 1 above, or any other ends for which this agreement is made, (b) in conducting this program involving the use of the equipment and the provision of said services described herein. Such parties named in this paragraph shall be released and held harmless to the fullest extent.
11. I understand and agree that the Stafford County Sheriff's Office makes no warranties, guarantees, assurances, or promises of any kind as to the effectiveness or success of the locating services provided herein, or of any search or searches undertaken utilizing the system or other electronic equipment used during the term of this agreement or 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 or upon Contract termination 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 not returned to Project Lifesaver in good working order.

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 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 three (3) times, then the Applicant may be 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.
14. This Project Lifesaver Program Contract shall be governed by and construed under the laws of the Commonwealth of Virginia, without respect to its conflicts of law provisions. Any dispute(s) arising from or relating to this Declaration that results in litigation shall be filed and heard in the Circuit Court of Stafford County, Virginia.

THIS CONTRACT MAY BE TERMINATED AT ANY TIME AT THE DISCRETION OF EITHER PARTY. Upon discharge of this Contract, terms and conditions related to Indemnification, Warranty, Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

\_\_\_\_\_  
RESPONSIBLE PARTY(Print)

\_\_\_\_\_  
APPLICANTS NAME (Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Accepted: The Stafford County Sheriff's Office**

**Name:** \_\_\_\_\_  
Project Lifesaver Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date