



Office of the City Sheriff

5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

Les R. Taylor, Sheriff



Project Lifesaver

CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER, and, _____ (RESPONSIBLE PARTY), whose address is _____ (City/Town) _____ (State) _____ (Zip Code).

WHEREAS, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER is undertaking a program for search and rescue using electronic signaling devices as an aid in searching for lost persons who suffer in one form or other from diminished mental capacity or other disability; and,

WHEREAS, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER is under no legal or other duty to provide such a search system to persons suffering from such diminished capacity or disability; and,

WHEREAS, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER does not act as an agent, representative, or surrogate for any other person, body, or legal entity in undertaking the program, and neither obligates nor is able to obligate any other person, body, or legal entity by undertaking such program; and,

WHEREAS, the RESPONSIBLE PARTY named herein is empowered, able and authorized to act in the name of and on behalf of the DESIGNATED WEARER named in Section 1 below, and so certifies by his/her signature on this contract, and has furnished proof thereof to THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER and, WHEREAS, the RESPONSIBLE PARTY desires to participate for the benefit of the person named in Section 1 below in the program being undertaken:



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THEREFORE:

IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, the above parties agree as follows:

1. THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER agrees to furnish the RESPONSIBLE PARTY named above for the use and benefit of the DESIGNATED WEARER, _____, a PROJECT LIFESAVER system consisting of a Wrist Band, together with monitoring, response and tracking services appropriate and necessary for the use of such equipment.
2. THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER requests that a monthly suggested contribution of \$20.00 per month be paid to PROJECT LIFESAVER INTERNATIONAL - WINCHESTER SHERIFF'S OFFICE - to help offset the costs of program maintenance. Said contribution should be paid by the RESPONSIBLE PARTY on or before the 10th (tenth) day of each month, by mail, to PROJECT LIFESAVER INTERNATIONAL - WINCHESTER SHERIFF'S OFFICE.
3. It is the duty of _____, the RESPONSIBLE PARTY, to immediately notify THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER in the event the designated wearer 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 wearer of said bracelet, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER is to be notified immediately by the RESPONSIBLE PARTY so that said bracelet can be removed.
5. If the PROJECT LIFESAVER bracelet is lost or otherwise rendered unusable, the RESPONSIBLE PARTY shall reimburse THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER the cost of said bracelet, which is \$300.00.



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6. It is expressly understood and agreed that THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER will provide routine maintenance of the equipment provided hereunder; however, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER is NOT responsible in any respect for any technical failure due to malfunctioning of material defects of the equipment herein provided. It is expressly understood and agreed that THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER makes no warranties of any kind with regard to the equipment described herein, the operation or effectiveness 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. Moreover, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER is not responsible for the safety or welfare of the DESIGNATED WEARER of the PROJECT LIFESAVER bracelet and makes no guarantees whatsoever or warranties of any kind that they will be able to monitor, respond, track, locate or find any DESIGNATED WEARER of the PROJECT LIFESAVER bracelet discovered missing from the RESPONSIBLE PARTY'S care.

7. In the event of failure of the equipment described herein, THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER will attempt to replace or repair such equipment at its option, upon being notified of the need for such service.

8. It is specifically agreed and understood that THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER shall retain all title and interests in said equipment, and in no way does the RESPONSIBLE PARTY or DESIGNATED WEARER of the PROJECT LIFESAVER bracelet acquire any title in said equipment.

9. This agreement may be terminated at the option of either party upon seven (7) days written notice to the other party.



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10. 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 DESIGNATED WEARER named in Section 1 above. The RESPONSIBLE PARTY, on behalf of the DESIGNATED WEARER of the PROJECT LIFESAVER bracelet, accepts the use of the PROJECT LIFESAVER 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 DESIGNATED WEARER of the PROJECT LIFESAVER bracelet in the event that the DESIGNATED WEARER is discovered missing.

11. NOTICE: READ SECTION 11 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!

_____, the RESPONSIBLE PARTY, hereby releases THE WINCHESTER SHERIFF'S OFFICE – PROJECT LIFESAVER from any and all liability arising from any failure of the PROJECT LIFESAVER equipment or any failure of THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER 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 RESPONSIBLE PARTY, hereby releases and holds harmless THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER for all action and inaction by THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER and indemnifies THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER against all claims, actions, lawsuits or causes of action brought against THE WINCHESTER whether by the RESPONSIBLE PARTY or on the REPOSNSIBLE PARTY'S behalf, or by others, even if such claim is false or fraudulent, and regardless of who the parties may be.



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_____, the RESPONSIBLE PARTY, hereby releases and holds harmless (1) The Winchester Sheriff's Office, (2) The City of Winchester, (3) The Commonwealth of Virginia, (4) The Alzheimer's Association, and (5) any and all members of THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER, as well as (6) any and all other persons or entities associated with THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER in conducting this pilot program involving the use of the 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 fullest extent and in every manner identified in this contract regarding THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER.

12. Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability, if any, under any circumstances of THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER, The Winchester Sheriff's Office, and any other persons or entities names in Section 11 shall be limited to the amount of one (1) month's maintenance fee paid by the RESPONSIBLE PARTY to THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER.
13. The RESPONSIBLE PARTY understands and agrees that THE WINCHESTER SHERIFF'S OFFICE - PROJECT LIFESAVER makes no warranties, guarantees, assurances or promises of any kind as to the effectiveness of success of the tracking services provided herein, or of any search or searches undertaken utilizing the PROJECT LIFESAVER system or other electronic equipment used during the term of this contract or pilot program.
14. The RESPONSIBLE PARTY specifically agrees and promises NOT to rely upon the equipment or services herein for the safety, security, welfare, finding or retrieval of the DESIGNATED WEARER of the PROJECT LIFESAVER bracelet
15. The RESPONSIBLE PARTY agrees and understands that the equipment and services provided under this contract may be ineffective and unavailing for the purposes provided. 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 DESIGNATED WEARER named in Section 1 above.



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By signing below, I, the RESPONSIBLE PARTY, affirm that I have read and understand this contract, including the waiver and release of liability in Section 11, the limitation of liability in Section 12, and the non-reliance provisions of Section 14, 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 conditions of this contract, and I certify that all the information provided herein is true and accurate.

RESPONSIBLE PARTY (Signature)

Date

Street Address, City, State, Zip Code

Telephone

ACCEPTED: THE WINCHESTER SHERIFF'S OFFICE – PROJECT LIFESAVER

BY: _____
Signatory

Date

For Use by Notary Public

On this _____ day of _____, 20_____, before me, a Notary Public, State of _____, duly commissioned and sworn, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same.

IN WITNESS WHEREFORE, I have hereunto set my hand and affixed my official seal in the State of _____, County /City of _____ on the date set forth above in the certification.

Notary Public

State of _____ My Commission Expires: _____