



# Office of the City Sheriff

5 North Kent Street • Winchester, Virginia 22601

Phone 540-667-5770 • Fax 540-667-6438

*William E. Sales, Sheriff*



## Project Lifesaver Program Contract

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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 above, 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 the 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 the supervised care and take full responsibility for 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 additional technology in attempting to locate the Applicant.
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 at all times. In cases of lost, removed, misplaced, damaged, or malfunctioning equipment, I will contact the non-emergency number provided, (540) 667-5770, to arrange a replacement. Until the replacement bracelet is fixed or replaced, I will resume the original security measures.
4. When I notice that the Applicant has wandered off, I must immediately call the emergency number (540-662-4131 or 911) supplied by The Winchester 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 is missing.

5. I understand that while Project Lifesaver is an electronic tracking device that assists in locating the person who wears 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, Provincial or city law enforcement or fire and rescue agencies involved, liable for failure to locate the person using the system, and hereby release all such from any claim, cause of action, loss or damages arising from any liability or delay in locating the Applicant.
6. 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 Project Lifesaver Program, [notwithstanding the provisions of the Personal Information Protection and Electronic Documents Act].
7. I specifically waive any rights to confidentiality to the Applicant's medical records by Project Lifesaver International or any of Project Lifesavers member agencies which includes dissemination of such information. I confirm that I have the authority by which to waive such rights.
8. I understand that Project Lifesaver is a program administered by The Winchester City Sheriff's Office. I agree to release and hold each agency and all of the 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.
9. An initial set-up fee of \$410 (cost subject to change) is required with the completed questionnaire and signed contract, and will be collected prior to the bracelet being installed. **A monthly maintenance fee of \$20 will be required to help offset battery and bracelet maintenance.** This fee shall be paid to Project Lifesaver – Winchester City Sheriff's Office by the 10<sup>th</sup> of each month, and check or money order payments will only be accepted.
10. 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 lost or damaged equipment and/or the initial set-up fee (cost subject to change) of all such equipment until returned to Project Lifesaver.
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 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. 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.
12. I will not hold Project Lifesaver or Winchester City Sheriff's Office responsible for battery failures. Winchester City Sheriff's Office will make a reasonable attempt to change batteries every 6-8 weeks. If the battery fails before the scheduled maintenance time, I will contact Winchester City Sheriff's Office immediately and request a new one.



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13. If the applicant's address changes or they move outside the city limits of Winchester, the Winchester City Sheriff's Office needs to be notified, in writing, within 7 days so the bracelet can be removed.
  
14. This contract may be terminated at either parties' discretion, upon seven (7) days written notice to the other party. The bracelet will need to be removed and returned to the Winchester City Sheriff's Office.

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(Caregiver's Name – Printed)

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(Caregiver's Name – Signature)

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(Deputy's Name - Printed)

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(Deputy's Name – Signature)