

PROJECT LIFESAVER Program Contract and Release

In consideration of being accepted into the Project Lifesaver Program, I hereby agree to the terms and conditions set forth herein:

1. I, _____ (“Caregiver”) 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 _____ (“Applicant”), to register him/her in this program and to act on his/her behalf. My Power of Attorney and/ or Power of Personal Care will be provided, if requested.
2. In order to participate in Project Lifesaver, Applicant must be a resident of the City of Elk Grove. Should Applicant ever move from Elk Grove, Applicant's participation in Project Lifesaver will be terminated and all property must be returned to the Elk Grove Police Department.
3. I understand that when I enroll the Applicant in Project Lifesaver, it does not replace the need for constant supervised care of the Applicant. I am, and remain, primarily responsible for supervised care of the Applicant and take full responsibility of protecting this person from wandering. I also understand that I, or a family member or other responsible adult, must be present with the Applicant at all times.
4. 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 transmitter. Project Lifesaver equipment is designed to provide law enforcement personnel with 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 and I willingly agree to participate in this experimental program.
5. In order for Project Lifesaver to work, I understand that I have a responsibility to obey the instructions of the Program, follow all training, and make sure that Applicant is wearing the Project Lifesaver transmitter. I understand that I have the responsibility of making sure that the transmitter does not get removed or is defective, and I will call the Elk Grove Police Department immediately if I discover that the transmitter has been removed or is defective.

6. When I notice that the Applicant has wandered off, I must immediately call the emergency number supplied by the Elk Grove Police Department and report the Applicant as a missing person. Elk Grove Police Department 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.
7. I understand that while Project Lifesaver is an electronic tracking device that assists in locating persons who wear the transmitter device, there may be unforeseen times or circumstances when individuals cannot be located even while wearing the transmitter. The Applicant and I agree that we will not hold the City of Elk Grove or Project Lifesaver, or any of their employees, volunteers, officials, agents, or the Senior Center of Elk Grove and their employees, volunteers, officials or agents (collectively the "Released Parties") liable for failure to locate the person using the system, and hereby release all such Released Parties from any claim, cause of action, loss or damages arising from any inability or delay in locating the Applicant. I further agree to hold harmless, indemnify, and defend the Released Parties from any claims associated with this agreement, Project Lifesaver, and the Applicant's participation in the program.
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 Applicant resides or wanders. 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.
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 the Elk Grove Police Department and the Senior Center of Elk Grove. I agree to release and hold the City of Elk Grove or Project Lifesaver, or any of their employees, volunteers, officials, agents, or the Senior Center of Elk Grove and their employees, volunteers, officials or agents 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 transmitter and tester remain the property of the Elk Grove Police Department and when no longer being used by the Applicant to whom it was assigned will be returned undamaged to the Elk Grove Police Department 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, including battery replacement, until returned to the Elk Grove Police Department. I further agree to hold the City and its affiliates harmless from and against malfunctions caused to the transmitters.

12. I understand that Applicant may be removed from the Project Lifesaver Program for any of the following reasons:

(1) 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

(2) I fail to notify Project Lifesaver, if I test the transmitter device and find no signal indication; or

(3) The Applicant refuses to wear the transmitter device or removes the device three times. If Applicant is terminated from the Program, all property must be returned to the Elk Grove Police Department 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.

Caregiver printed name

Caregiver signature

Date

Project Lifesaver staff printed name

Project Lifesaver staff signature

Date