



Project Lifesaver Hendricks County, Inc. ***Program Contract***

If the applicant named below (“Applicant”) is accepted into the Project Lifesaver Hendricks County Inc. Program (“Project Lifesaver Program”), the following terms shall apply as agreed to upon the signing of this contract:

I am Applicant’s caregiver and acknowledge that the information I have provided is true and accurate to the best of my knowledge. All information has been given voluntarily, and I, on behalf of myself and Applicant, consent to the collection, use and disclosure of such information for the purposes of the Project Lifesaver Program. Furthermore, I hereby represent and warrant that I have full power and authority as the duly authorized representative of Applicant, to register, contract and act on his/her behalf.

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 Applicant in the Project Lifesaver Program, that it does not replace the need for constant supervised care of Applicant. I am, and will remain, primarily responsible for the supervised care of Applicant and I take full responsibility for protecting Applicant from wandering. I also understand that I, a responsible family member, or a responsible caregiver must be present in the home with Applicant at all times and agree to assure that this requirement is met.

2. I understand that Project Lifesaver Program 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 he/she is wearing a Project Lifesaver Program transmitter bracelet (“Transmitter Bracelet”). Project Lifesaver Program equipment is designed to provide law enforcement and/or fire personnel with an additional technology in attempting to locate 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. I understand and acknowledge that the Transmitter Bracelet cannot predict or report that Applicant has wandered off. It is used solely as an aid for emergency personnel after they have been notified that Applicant is missing. I understand that while the Transmitter Bracelet is an electronic tracking device that assists in locating persons who wear the Transmitter Bracelet, there may be times or circumstances when individuals cannot be located even while wearing the Transmitter Bracelet.

4. In order for the Project Lifesaver Program to work, I have a responsibility to discharge my obligations under this contract, obey the instructions of the Project Lifesaver Program, follow all training, and make sure that Applicant is always wearing the Transmitter Bracelet.

5. I acknowledge receipt of a Transmitter Bracelet and Transmitter Bracelet tester, each of which has been provided to me by Project Lifesaver Hendricks County, Inc. ("PLHCI") (or its predecessor) undamaged and in good working order. I understand that each of those devices will remain the property of PLHCI and, when no longer being used by Applicant, I will return such property undamaged to PLHCI. I shall remain liable for any loss or damage to all such equipment and for the replacement cost of all such equipment until returned undamaged to PLHCI. The replacement cost for the Transmitter Bracelet is **\$300.00** and the Transmitter Bracelet tester is **\$40.00**.

6. If the Transmitter Bracelet is ever removed from Applicant or becomes defective, I will call the PLHCI coordinator (the "Coordinator") **immediately**. As soon as I notice that Applicant has wandered off, I will **immediately** call 911 and report Applicant as a missing person. Once the 911 emergency response system has been activated, I will then contact the Coordinator at 317-281-3979.

7. At least once per day, I will use the Transmitter Bracelet tester to test the functioning of the Transmitter Bracelet and to record the results on the monthly inspection sheet provided by PLHCI. I will notify the Coordinator **immediately** whenever the Transmitter Bracelet tester indicates that the Transmitter Bracelet is not functioning. I will make Applicant and the Transmitter Bracelet available to PLHCI for battery replacement and maintenance at least once every month and/or whenever the Transmitter Bracelet is not functioning.

8. I will make a voluntary monthly maintenance fee payment of **\$10** to PLHCI at the monthly battery change visit if financially able.

9. I understand that the Project Lifesaver Program is administered in Hendricks County, Indiana by Project Lifesaver Hendricks County Incorporated.

10. On behalf of myself and Applicant, I agree that neither Project Lifesaver International, PLHCI, any predecessor of PLHCI, the Fire Chiefs Association, the Coordinator, any law enforcement, fire or rescue agencies and instrumentalities, nor any officers, employees, personnel, volunteers and representatives of any of the foregoing (collectively the "Releasees") shall be liable for any failure to locate, or delay in locating, Applicant or for any other act, error, omission, or reason, and waive any and all rights to

seek recourse with respect to same. On behalf of myself and Applicant, I hereby release and agree to hold all such Releasees harmless from any and all claims, causes of action, losses, liabilities and/or damages arising, in whole or in part, from any inability to locate, or delay in locating, Applicant or from any other act, error, omission or reason.

11. I understand that all information I have provided, or will provide, to PLHCI (and/or any predecessor of PLHCI) in this contract or otherwise may be shared among law enforcement, fire and rescue, and other agencies. Therefore, I understand that none of the information I have provided, or will provide in the future, can be considered confidential, protected or private when used for the purposes of the Project Lifesaver Program. All references to "information" in this contract shall include, but not be limited to, photographs of Applicant that may be provided to, or taken by, any of the Releasees from time to time.

12. I, on behalf of myself and Applicant, specifically waive any rights to confidentiality with respect to Applicant's medical records and other information provided to any of the Releasees and authorizes the dissemination of such information, including, when necessary or appropriate, dissemination to the media and/or the public. I confirm that I have authority by which to waive such rights and grant such authorization.

13. I understand that if I fail to comply with the terms of this contract, including, but not limited to, failing to use the Transmitter Bracelet tester at least once per day, failing to record the results on the monthly inspection sheet, failing to notify Project Lifesaver Hendricks County immediately when I discover Applicant missing, failing to notify the Coordinator if I test the Transmitter Bracelet and find no signal indication, or if Applicant refuses to wear or removes the Transmitter Bracelet 3 (three) times, then Applicant may be involuntarily removed from the program by PLHCI and PLHCI may terminate this contract. In addition, I understand that PLHCI reserves the right to terminate this contract and/or the Project Lifesaver Program at any time by informing me of its decision to do so.

14. Upon termination of this contract, all property will be returned to PLHCI and I will resume using the original security measures which were in place prior to enrollment in the Project Lifesaver Program, all without recourse against Project Lifesaver International, PLHCI or any of the other Releasees.

15. If this contract is terminated for any reason, I understand that the provisions of paragraphs 5, 10, 12 and 14 of this contract will survive the termination of this contract.

16. I understand and agree that (a) this contract supersedes any and all contracts and arrangements with any predecessor to PLHCI ("Prior Arrangements") and (b) all Prior Arrangements are terminated.

CAREGIVER'S NAME (PRINTED)

CAREGIVER'S SIGNATURE

DATE

WITNESS SIGNATURE

APPLICANT'S NAME

PROJECT LIFESAVER HENDRICKS COUNTY, INC.,
BY ITS COORDINATOR

DATE