



# Project Lifesaver Contract With Client

Administered by the Clallam County Sheriff's Office



THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2010,

By and between Clallam County, through authority delegated to its Sheriff's Office  
(Project Lifesaver),

and \_\_\_\_\_ (Responsible Party)

whose address is \_\_\_\_\_,

\_\_\_\_\_ (City/Town), \_\_\_\_\_ (State), \_\_\_\_\_ (Zip  
Code).

WHEREAS, The Clallam County Sheriff's Office (Project Lifesaver) serves the community through the efforts of volunteer members who perform benevolent, humanitarian, and charitable services, principally air and ground search and rescue and disaster relief; and,

WHEREAS, The Clallam County Sheriff's Office (Project Lifesaver) is undertaking a program for Project Lifesaver trained personnel using electronic signaling devices as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability; and,

WHEREAS, The Clallam County 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 Clallam County 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 person named in Section 1 below; and,***



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WHEREAS, the RESPONSIBLE PARTY desires to participate for the benefit of the person named in Section 1 below in the program being undertaken:

THEREFORE:

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

1. The Clallam County Sheriff's Office (Project Lifesaver) agrees to furnish to the RESPONSIBLE PARTY named above for the use and benefit of \_\_\_\_\_, a Project Lifesaver/Locating System consisting of a Wrist Band transmitter or its equivalent together with monitoring, response and tracking services appropriate and necessary for the use of such equipment.
2. The Clallam County Sheriff's Office -Project Lifesaver will be paid a one time fee of \$50.00, said sum to be paid on or before the enrollment of the CLIENT.
3. It is the duty of \_\_\_\_\_, the RESPONSIBLE PARTY, to immediately notify The Clallam County Sheriff's Office (Project Lifesaver) in the event the designated wearer of the Project Lifesaver Locating System tracking bracelet is discovered missing from the RESPONSIBLE PARTY'S care.
4. In the event that the Project Lifesaver Locating System bracelet is no longer needed by the designated wearer of said bracelet, The Clallam County Sheriff's Office (Project Lifesaver) is to be notified immediately so that said bracelet can be removed.
5. If the Project Lifesaver Locating System bracelet is lost or otherwise rendered unusable, the RESPONSIBLE PARTY shall reimburse The Clallam County Sheriff's Office (Project Lifesaver) the cost of said bracelet.
6. It is expressly understood and agreed that The Clallam County Sheriff's Office (Project Lifesaver) is responsible for the routine maintenance of the Project Lifesaver Locating System equipment provided hereunder; however, The Clallam County Sheriff's Office (Project Lifesaver) is NOT responsible in any respect for any technical failure due to manufacturing or material defects of or damage to the equipment herein provided. It is expressly understood and agreed that The Clallam County 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. In addition, The Clallam County Sheriff's Office (Project Lifesaver) is not responsible for any failure of the telephone pager system used



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for emergency messages or alerts. Telephone systems and pager systems fail to perform or under perform from time to time. The Clallam County Sheriff's Office (Project Lifesaver) makes no warranties of any kind with regard to telephone or pager systems used in the program.

7. In the event of failure of the Project Lifesaver Locating System equipment described herein, The Clallam County 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 Clallam County Sheriff's Office (Project Lifesaver) shall retain all title and interest in said equipment, and in no way does the lessee acquire any title in said equipment.
9. This agreement may be terminated at the option of either party upon thirty (30) days written notice to the other party.
10. The RESPONSIBLE PARTY expressly acknowledges and agrees that the Project Lifesaver Locating System and bracelet tracking system is NOT intended to replace the care, monitoring, attention, and oversight to be provided by the RESPONSIBLE PARTY to the person named in Section 1 above. The RESPONSIBLE PARTY, on behalf of the CLIENT, bracelet wearer, accepts the use of the Project Lifesaver Locating System equipment and the services described above with the understanding that the Project Lifesaver Locating System equipment and services are intended to be merely an additional and ancillary (supplemental) tool providing an extra means of attempting to locate the wearer of the Project Lifesaver Locating System bracelet in the event that the 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 and the RESPONSIBLE PARTY on behalf of CLIENT, hereby releases The Clallam County Sheriff's Office (Project Lifesaver) from any and all liability arising from any failure of the Project Lifesaver Locating System equipment or any failure of The Clallam County 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.



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The Clallam County Sheriff's Office (Project Lifesaver) shall not be held responsible for any failure, delay, default, interruption, stoppage, or interference or any other failure of any kind, manner, or nature regarding the performance of the equipment or services under this contract.

\_\_\_\_\_, the RESPONSIBLE PARTY and the RESPONSIBLE PARTY on behalf of CLIENT, hereby releases and holds harmless The Clallam County Sheriff's Office (Project Lifesaver) for all action and inaction on its part, and agrees to indemnify The Clallam County Sheriff's Office (Project Lifesaver) against all claims, actions, lawsuits, or causes of action brought against The Clallam County Sheriff's Office (Project Lifesaver), whether by RESPONSIBLE PARTY, or on RESPONSIBLE PARTY'S behalf, or by others, including the party named in Paragraph 1 of this agreement, even if such claim is false or fraudulent, and regardless of who the parties may be.

\_\_\_\_\_, the RESPONSIBLE PARTY and the RESPONSIBLE PARTY on behalf of CLIENT, hereby releases and holds harmless (1) THE CLALLAM COUNTY SHERIFF'S OFFICE; (2) Clallam County, its officers, agents and employees; (3) any and all members of The Clallam County Sheriff's Office (Project Lifesaver), as well as any and all other persons or entities associated with The Clallam County Sheriff's Office (Project Lifesaver) in conducting the program involving the use of the Project Lifesaver Locating System equipment and the provision of said services described herein. Such parties named in this paragraph shall be released and held harmless to the full extent and in every manner identifies in Section 11 regarding The Clallam County Sheriff's Office (Project Lifesaver).

12. Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability under any circumstances of The Clallam County Sheriff's Office and any other person(s) and/or entity(s) named in Section 11 shall be limited to the amounts of the enrollment fee already paid by the RESPONSIBLE PARTY to The Clallam County Sheriff's Office (Project Lifesaver).
13. The RESPONSIBLE PARTY understands and agrees that The Clallam County Sheriff's Office (Project Lifesaver) makes no warranties, guarantees, assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein, or of any search or searches undertaken utilizing the Project Lifesaver Locating System or other electronic equipment used during the term of this contract or program.
14. The RESPONSIBLE PARTY and the RESPONSIBLE PARTY on behalf of CLIENT, specifically agrees and promises NOT to rely upon or cause any other



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person to rely upon the equipment or services herein for the safety, security, welfare, finding, or retrieval of the wearer of the Project Lifesaver Locating System bracelet.

15. The RESPONSIBLE PARTY and the RESPONSIBLE PARTY on behalf of CLIENT 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 and the RESPONSIBLE PARTY on behalf of CLIENT 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 person named in Section 1 above.
16. The RESPONSIBLE PARTY expressly affirms that RESPONSIBLE party has legal authority to waive, release and indemnify as set forth above on behalf of the CLIENT named in Paragraph 1 of this Agreement.

By signing below, I the RESPONSIBLE PARTY and the RESPONSIBLE PARTY on behalf of CLIENT, 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 provisions of this contract.

\_\_\_\_\_  
RESPONSIBLE PARTY

And the RESPONSIBLE PARTY  
on behalf of CLIENT

\_\_\_\_\_  
Street Address/ P.O. Box

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

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

Frequency: \_\_\_\_\_

\_\_\_\_\_  
CLALLAM COUNTY SHERIFF'S  
OFFICE REPRESENTATIVE FOR

PROJECT LIFESAVER  
INTERNATIONAL

\_\_\_\_\_  
Date



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## Monthly Inspection Sheet

Client Name  
Contact Phone

Client City/Zip

Client Location (Address)

Caregiver Phone

Caregiver Contact

Caregiver Relationship

( ) Professional ( ) Friend ( ) Family  
( ) Spouse ( ) Son ( ) Daughter ( ) Mother ( ) Father ( ) Aunt ( ) Uncle  
( ) Cousin ( ) in-law ( ) other

Client Facility: ( ) House ( ) Apartment ( ) Duplex ( ) Trailer  
( ) Hospital ( ) Nursing ( ) Staff  
( ) Assisted Living: \_\_\_\_\_  
( ) Secured ( ) Fenced ( ) System

Caregiver Facility Next Visit

Day	Month	Time	Person Inspecting Equipment	Comments
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
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Transmitter Battery Case Band Tester Receiver Perimeter Antenna Cable Sheet

Install/New  
Replace/Modify  
Inspect  
Remove

Visit 1) \_\_\_\_\_  
Caregiver Sign \_\_\_\_\_ Date \_\_\_\_\_ Responder Sign \_\_\_\_\_ Date \_\_\_\_\_

Visit 2) \_\_\_\_\_  
Caregiver Sign \_\_\_\_\_ Date \_\_\_\_\_ Responder Sign \_\_\_\_\_ Date \_\_\_\_\_

Frequency #: \_\_\_\_\_

Client #: \_\_\_\_\_

## Responder Information:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Battery Working When Inspected/Changed     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Transmitter Working When Inspected/Changed | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Case Damaged Prior to Inspection/Change    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Band Damaged Prior to Inspection/Change    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Unauthorized Removal of Transmitter/Band   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## Client condition since last visit:

1. Personality - ☐ No change  
☐ Change -  
☐ Violent      ☐ Aggressive      ☐ Agitated      ☐ Argumentative (Behavior)  
☐ Passive      ☐ Depressed      ☐ Withdrawn  
☐ Pleasant      ☐ Paranoid      ☐ Mood Swings      ☐ Accusatory      ☐ Fidgety  
☐ Hides Things      ☐ Removes Clothes in public      ☐ Assault  
☐ Theft      ☐ Other Criminal Conduct      ☐ Traffic Violation  
☐ Other Inappropriate Behavior \_\_\_\_\_
2. Mind State - ☐ No change  
☐ Change -  
☐ Memory Loss Short Term      ☐ Memory Loss Long Term  
☐ Can not recognize family members      ☐ Can not recognize friends  
☐ Can not recognize familiar places      ☐ Trouble Thinking  
☐ Confused      ☐ Other \_\_\_\_\_
3. Life State - ☐ No change  
☐ Change -      ☐ Needs help dressing      ☐ Personal Hygiene Deteriorating  
☐ Appetite declining      ☐ writing deteriorating      ☐ Speech deteriorating  
☐ Not Eating      ☐ Not Taking Medicine      ☐ Declining potty habits  
☐ Can not travel alone      ☐ can not be left alone      ☐ can not navigate  
☐ Can not drive      ☐ wanders      ☐ trouble thinking  
☐ Confused      ☐ Other \_\_\_\_\_



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4. Sleep - ☐ No change  
☐ Change -  
☐ Morn-Afternoon ☐ Morn-Evening ☐ Morning to Night  
Morning (0600-1159) ☐ After-Evening ☐ After-Night ☐ After-Morning  
Afternoon (1200-1800) ☐ Even-night ☐ Even-Morning ☐ Even-Afternoon  
Evening (1800-2359) ☐ Night-Morning ☐ Night-After ☐ Night-Evening  
Night (2400-0559) ☐ Sleeps 2 hours ☐ Sleeps 4 hours ☐ Sleeps 6 hours
5. Locator Equipment -  
☐ Client does not like to wear transmitter  
☐ Transmitter uncomfortable  
☐ Band/Case chafing skin  
☐ Band/Case irritating skin  
☐ Client Removed band/transmitter  
☐ Client Removed band/transmitter (hid/threw away transmitter)

Other Comments of Information:

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## Project Lifesaver

### Caregiver Instructions

#### Emergency Phone #: **911**

1. Check the transmitter everyday with the tester provided. If a problem exists or the transmitter isn't indicating transmission (no pulsing or steady burning red light), notify us right away, at **360-417-2376** or **360-417-2262**. Sign and date tester sheet.
2. If the patient is missing, first check obvious places around your home. If not located, notify us **360-417-2459**.
  - A. If at home, you may give your code number and we'll call you back while responding.
  - B. If you are not at home, be sure to give the telephone number where we may reach you and your code number.

#### Emergency Phone #**911**

#### FREQUENCY/TRANSMITTER NUMBER

#