



County of Ontario
Office of Sheriff
74 Ontario Street
Canandaigua, New York 14424-1898
Kevin M. Henderson, Sheriff
David J. Frasca, Undersheriff
585-394-4560

PROJECT LIFESAVER
585-396-4512



Project Lifesaver

Refundable Transmitter Deposit	\$290.00
Monthly Battery Fee	\$ 12.00

To start the program please complete the following forms the Client Profile, Project Lifesaver Agreement and Program Contract and include the refundable deposit, 1st month battery payment.

The transmitter deposit and battery payments can be paid by check, made out to the, Ontario County Sheriff.

You may mail the forms and your check(s) to: Office of Sheriff, Attn: Project Lifesaver, 3045 County Complex Dr, Canandaigua, N.Y. 14424. Or you may drop them off in person once we receive your check(s) we will give you a receipt of payment and copies of your completed forms. Within a few of days of receipt of those documents and payment a Deputy will call you to set up a date to place the transmitter on your loved one.

Any questions you may have about the program, cost or completing the forms, please call Erin Holley Monday thru Friday at 585-396-4512



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Project Lifesaver Agreement

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 below, to register and act on his/her behalf. My Power of Attorney and/or Power of Personal Care is attached, if needed.

This AGREEMENT is made this _____ day of _____, 20____ by and between _____, and _____

(Client) _____ (Responsible Party)
 whose address is _____
 (City/Town) _____ (State) _____ (Zip) _____

WHEREAS, Ontario County Sheriff’s Office and Office of the Aging, serves the community through the efforts of paid and volunteer members who perform benevolent, humanitarian, and charitable services, to include search and rescue and disaster relief; and,

WHEREAS, the RESPONSIBILITY PARTY desires to participate for the benefit of the person (CLIENT) named in Section I below in the experimental program being undertaken:

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

1. THE Ontario County Sheriff’s Office agrees to furnish to the RESPONSIBLE PARTY named above for the use and benefit of (name of client) _____.
 Transmitter # _____ together with monitoring, response and locating services appropriate and necessary for the use of such equipment.
2. THE Ontario County Sheriff’s Office will be paid a one-time refundable fee of _____ for the current cost of the transmitter, said sum to be paid prior to the transmitter being placed on client. The Ontario County Sheriff’s Office will also be paid a monthly fee of _____ to cover the monthly replacement cost of the batteries, bands and cases.
3. I specifically waive any rights to confidentially to the Applicant’s medical records by Project Lifesaver International or any of Project Lifesaver’s member agencies which includes dissemination of such information. I confirm that I have the authority by which to waive such rights.

4. The RESPONSIBLE PARTY understands that when I enroll an 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 supervised care and take full responsibility of protecting this person from wandering. I also understand that I, or another responsible party, will check in on this client, either in person or by telephone a minimum of every 4 hours. The four hour check should begin when client gets up in the morning, until the client goes to bed at night
5. 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 an 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.
6. It is the duty of _____, the RESPONSIBLE PARTY, to immediately notify The **Ontario County 911 Center** in the event the designated wearer of the Project Lifesaver locating bracelet is discovered missing from the RESPONSIBLE PARTY'S care.
7. In the event that the Project Lifesaver bracelet is no longer needed by the designated wearer of said bracelet, **THE Ontario County Sheriff's Office** is to be notified immediately so that said bracelet can be removed.
8. In the event of failure of the equipment described herein, **The Ontario County Sheriff's Office** will attempt to replace or repair such equipment at its option, upon being notified of the need for such service.
9. It is specifically agreed and understood that **THE Ontario County Sheriff's Office and Office of the Aging** shall retain all title and interest in said equipment, and in no way does the lessee acquire any title in said equipment.
10. I understand that if there are(three) instances of any and or all combinations of; failing to use the tester device at least once per day and record the results on the supplied test result monthly inspection sheet, failing to notify **Ontario County Sheriff's Office** immediately when it is discovered the Applicant missing, failing to notify **Ontario County Sheriff's Office** if when you test the transmitter device and find no signal indication, or if the Applicant refuses to wear or removes the device, a then the Applicant may be involuntarily removed from the program. All property will then be returned to **Ontario County Sheriff's Office** 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.
11. _____, I the RESPONSIBLE PARTY, understand that while Project Lifesaver is an electronic locating device that assists in locating persons who wear the bracelet device there may be unforeseen times or circumstances when the **Ontario County's Office of Sheriff** cannot locate individuals 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, (collectively the "Releases") involved liable for failure to locate the person using the system, and hereby release all such Releases from any claim, cause of action, loss or damages arising from any inability or delay in locating the Applicant. **THE Ontario County Sheriff's Office** makes no warranties,

guarantees, assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein.

12. _____, the RESPONSIBLE PARTY, hereby releases and holds harmless the Ontario County's Office of Sheriff and Office for the Aging, and any and all members of and all other persons or entities associated with The Ontario County's Office of Sheriff and Office for the Aging 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.
13. Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability under any circumstance are limited to a refund of amounts paid on any monthly service fees charged and/or costs of Equipment purchased by responsible party and used specifically in this program.
14. The RESPONSIBLE PARTY specifically agrees and promises NOT to rely upon the equipment or services herein for the safety, welfare, finding, or retrieval of the wearer of the Project Lifesaver bracelet. The RESPONSIBLE PARTY agrees and understands that the equipment and services provider under this contract may be ineffective and unavailing for the purposes provided.
15. 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 the Project Lifesaver Program, [notwithstanding the provisions of the Personal Information Protection and Electronic Documents Act].

By signing below, I, the RESPONSIBLE PARTY, affirm that I have read and understand the contract; including the waiver and release of liability, the limitation of liability, and the non-reliance provisions, 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

WITNESS

STREET ADDRESS/PO BOX

STREET ADDRESS/PO BOX

City, State/Zip

City, State/Zip

Telephone Number

Telephone