PERMIT/AGREEMENT FOR PROJECT LIFESAVER

This Agreement is made this _____ day of _____, 20__, by and between the Albany County Sheriff's Office, and _____
(Responsible Party) whose address is _____
(City/Town) _____ (State)_____ (Zip)_____

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

WHEREAS, the Albany County Sheriff's Office is undertaking an experimental pilot program for search and rescue using electronic signaling devices as an aid in searching for lost persons who suffer in one form or others from diminished mental capacity or other disability; and

WHEREAS, the Albany County Sheriff's Office does not act as an agent, representative, or surrogate for any other person, body, or legal entity in undertaking the experimental test program, and neither obligates nor is able to obligate any other person, body or legal entity by undertaking such pilot 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 below and referred to as "client"; and

WHEREAS, the Responsible Party desires to participate for the benefit of the person named in Section 1 below in the experimental pilot program being undertaken:

THEREFORE:

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

1. The Albany County Sheriff's Office agrees to furnish the Responsible Party named above for the use and benefit of (name of client) _____ Transmitter # _____ together with monitoring, response and tracking services appropriate and necessary for the use of such equipment.

2. The Albany County Sheriff's Office will be paid a deposit of $100.00 for the Project Life Saver transmitter, said sum to be paid prior to the transmitter being placed on the client. The deposit will be refunded upon the return of the transmitter in working condition.

3. The Responsible Party hereby acknowledges that they have been instructed on the proper use and maintenance of the above referenced equipment, and agrees to conduct daily checks to ensure that the equipment remains in proper working order. The Responsible Party hereby acknowledges receipt of the Project Lifesaver Education Packet outlining their

responsibilities under the program. The Responsible Party further understands that the Sheriff's Office will need to perform bi-monthly (60 days) maintenance for the equipment to continue to function properly, and agrees to take required measures to allow the Sheriff's Office to perform such maintenance. The Responsible Party understands that failure to perform any of the above could affect the proper functioning of the equipment and may also result in the termination of this Permit.

4. It is the duty of _____, the Responsible Party, to immediately notify 911 in the event the designated wearer of the Project Lifesaver tracking bracelet is discovered missing from the Responsible Party's care. As well as ensure the Albany County Sheriff's Office Communications Center (Emergency 911) at 518-765-2352 is immediately contacted to respond with the necessary equipment.

5. The Project Life Saver Client will be entered into the Albany County Sheriff's Special Needs Registry. The Special Needs Registry maintains information on the 911 computer to assist emergency responders during an incident. The client's information provided by the responsible party may be used by first responders during an emergency and/or search.

6. In the event that the Project Lifesaver bracelet is no longer needed by the designated wearer of said bracelet, the Albany County Sheriff's Office is to be notified immediately so that said bracelet can be removed.

7. If the Project Lifesaver transmitter and bracelet is lost or otherwise rendered unusable, the Responsible Party shall reimburse the Albany County Sheriff's Office the cost of said transmitter and bracelet.

8. The Responsible Party shall immediately notify the Albany County Sheriff's Office of any malfunction of, or damage to, such equipment.

9. It is specifically agreed and understood that the Albany County Sheriff's Office shall retain all title and interest in said equipment, and in no way does the permitee acquire any title in said equipment.

10. This agreement may be terminated at the option of either party upon five (5) days written notice to the other party.

11. The Responsible party specifically acknowledges and agrees that the Project Lifesaver bracelet tracking system is NOT intended to replace the care, monitoring, attention, and oversight to be provided by the Responsible Party to the client named above. The Responsible Party, on behalf of the bracelet wearer, accepts the use of the equipment and the services described above with the understanding that the Project Lifesaver equipment and services are intended to be merely an additional and ancillary (supplementary) tool providing an extra means of attempting to locate the wearer of the Project Lifesaver bracelet in the event that the wearer is discovered missing.

12. NOTICE: <u>READ SECTION 12 VERY CAREFULLY!</u>

DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTAND THIS SECTION!
SECTION 12 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS IT IS RECOMMENDED THAT YOU CONSULT YOUR OWN ATTORNEY BEFORE SIGNING THIS CONTRACT.

_____, the Responsible Party, hereby releases the Albany County Sheriff's Office all liability arising from any failure of the Project Lifesaver equipment or any failure of the transmitter or receiver 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.

The Albany County Sheriff's Office 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, hereby releases and holds harmless the Albany County Sheriff's any and all members of and all other persons or entities associated with the Albany County Sheriff's Office in conducting this pilot program involving the use of Project Lifesaver 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 identified in Section 12 regarding the Albany County Sheriff's Office.

13. The Responsible Party understands and agrees that the Albany 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, or of any search or searches undertaken utilizing the Project Life Saver system or other electronic equipment used during the term of this contract or pilot 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 and understands that the use of the Lifesaver bracelet is not a substitute for proper supervision or care of the person named in Section 1. The Responsible Party 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 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 client named in Section 1 above.

Nothing herein shall obligate the Sheriff's Office to continue to provide services under Project Lifesaver or to provide any similar services to any specific individual.

By signing below, I, the Responsible Party, affirm that I have read and understand the contract, including the waiver and release of liability in Section 11, and the non-reliance provisions of Section 13, 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 (OR NOTARY)
_____	_____
STREET ADDRESS/PO BOX	STREET ADDRESS/PO BOX (Of Notary)
_____	_____
CITY/STATE/ZIP	CITY/STATE/ZIP (Of Notary
_____	_____
Other Involved Party	TELEPHONE NUMBER (If Notary, Leave blank)

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