



# PROJECT LIFESAVER<sup>®</sup>

## Lincoln Police Department Client Contract



If applicant is accepted into the Lincoln Police Department Project Lifesaver program, the following terms as set forth in this contract shall apply:

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 him/her in this program and to act on his/her behalf. My Power of Attorney and/or Power of Personal Care are attached, if needed.

NOW, THEREFORE, the parties agree as follows:

1. In order to participate in the Lincoln Police Department Project Lifesaver program, Applicant must be a resident of the City of Lincoln. Should the Applicant ever move from the City of Lincoln, Applicant's participation in Project Lifesaver will be terminated and all property must be returned to the Lincoln Police Department.
2. I understand 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 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.
3. 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 and I willingly agree to participate in this experimental program.
4. To create the best chance 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 the Applicant is wearing the Project Lifesaver transmitter bracelet. I understand that I have the responsibility of making sure that the bracelet does not get removed or is defective, and I will call the Lincoln Police Department immediately if I discover that the bracelet has been removed or is defective.

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5. When I notice that the Applicant has wandered off, I must immediately call the emergency number supplied by the Lincoln Police Department and report the Applicant as a missing person. Lincoln Police Department Project Lifesaver trained officers 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.
6. I understand that while Project Lifesaver is an electronic tracking device that assist in locating persons who wear the bracelet device, there may be unforeseen times or circumstances when individuals cannot be located even while wearing the transmitter bracelet. I will not hold the City of Lincoln, Lincoln Police Department or Project Lifesaver, or any of their employees, volunteers, officials, or agents (collectively the "Releases") liable for failure to locate the person using the system, and hereby release and agree to indemnify all such Releases from any claim, cause of action, loss or damages arising from any inability or delay in locating the Applicant.
7. 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 the 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.
8. 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.
9. I understand that Project Lifesaver is a program administered by the Lincoln Police Department. Participants are normally expected to cover their own costs for initial equipment and monthly maintenance (approximately \$25 per month.) There may be funding available by the Lincoln Police Department for families in need. For those who receive initial equipment paid for by the Lincoln Police Department, in the event the funding is discontinued, those participants will be required to pay the monthly maintenance cost.
10. I agree to release and hold the City of Lincoln and Lincoln Police Department and all of their respective personnel, officers, volunteers, and officials harmless from any and all claims of liability and/or damage, and waive any and all rights to seek recourse for

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any losses or injury that may occur as a result of participation in the Project Lifesaver Program.

11. I understand that the transmitter and other equipment remain the property of the Lincoln Police Department and when no longer being used by the Applicant to whom it was assigned will be returned undamaged to the Lincoln 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 until returned to the Lincoln Police Department.
12. I understand that Applicant may be involuntarily 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) If the Applicant refuses to wear the transmitter device or removes the device three times.

If the Applicant is terminated from the Project Lifesaver Program, all property must be returned to the Lincoln 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 or the Lincoln Police Department.

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Caregiver Signature

Date

Caregiver printed name

### Applicant information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number for caregiver: \_\_\_\_\_