# Project Lifesaver Contract

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between the City of Sequim, through authority delegated to it's Police Depatment (Project Lifesaver), and _____ (Responsible Party) whose address is:

Address: _____

Address: _____

City, State _____

Zip Code _____

WHEREAS, The Sequim Police Department (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 Sequim Police Department (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 other from diminished mental capacity or other disability; and,

WHEREAS, The Sequim Police Department (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 Sequim Police Department (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 (CLIENT); and,

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

THEREFORE:

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

1. The Sequim Police Department (Project Lifesaver) agrees to furnish to the RESPONSIBLE PARTY named above for the use and benefit of

_____

CLIENT NAME

a Project Lifesaver/Locating System consisting of Wrist Band Transmitter or its equivalent together with monitoring, response and tracking services appropriate and necessary for the use of each equipment

2. The Sequim Police Department (Project Lifesaver) will be paid a one-time fee of $50.00, said sum to be paid on or before the enrollment of CLIENT.

3. It is the duty of the RESPONSIBLE PARTY to immediately notify The Sequim Police Department (Project Lifesaver) in the event the designated wearer of the Project Lifesaver Locating System (CLIENT) is discovered missing from the RESPNSIBLE PARTY'S care.

4. In the event the Project Lifesaver Locating System bracelet is no longer needed by the designated wearer of the bracelet, The Sequim Police Department (Project Lifesaver) is to be notified immediately so said bracelet can be removed.

5. If the Project Lifesaver System bracelet is lost or otherwise rendered unusable, the RESPONSIBLE PARTY may be required to reimburse The Sequim Police Department (Project Lifesaver) the cost of said bracelet (approximately $300.00).

6. It is expressly understood and agreed that The Sequim Police Department (Project Lifesaver) is responsible for the routine maintenance of the Project Lifesaver Locating System equipment provided hereunder; however, The Sequim Police Department (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 Sequim Police Department (Project Lifesaver) makes no warranties of any kind with regard to the equipment described herein, the operation or effectiveness of the equipment describe 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 Sequim Police Department (Project Lifesaver) is not responsible for any failure of the telephone pager system used for emergency messages or alerts. Telephone systems and pager systems fail to perform or underperform time to time. The Sequim Police Department (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 Sequim Police Department (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 Sequim Police Department (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



_____ _____

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to the CLIENT. 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 addition 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.

**NOTICE: READ SECTION 11 VERY CAREFULLY. DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTANT THIS SECTION. SECTION 11 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS. YOU ARE RECOMMENDED TO CONSULT WITH YOUR OWN ATTORNEY BEFORE SIGNING THIS CONTRACT.**

11. _____, RESPONSIBLE PARTY and RESPONSIBLE PARTY on behalf of CLIENT, hereby releases The Sequim Police Department (Project Lifesaver) from any and all liability arising from any failure of the Project Lifesaver Locating System equipment or any failure of The Sequim Police Department (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.

The Sequim Police Department (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.

_____, RESPONSIBLE PARTY and RESPONSIBLE PARTY on behalf of CLIENT, hereby releases and holds harmless The Sequim Police Department (Project Lifesaver) for all action and inaction on its part, and agrees to indemnify The Sequim Police Department (Project Lifesaver) against all claims, actions, lawsuits, or causes of action brought against The Sequim Police Department (Project Lifesaver), whether by RESPONSIBLE PARTY, or on RESPONSIBLE PARTY'S behalf, or by others including the CLIENT, even if such claim is false or fraudulent, and regardless of who the parties may be.

_____, RESPONSIBLE PARTY and RESPONSIBLE PARTY on behalf of CLIENT, hereby releases and holds harmless (1) The City of Sequim Police Department, (2) the City of Sequim, its officers, agents, and employees; (3) any and all members The Sequim Police Department (Project Lifesaver), as well as any and all other persons or entities associated with The Sequim Police Department (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 identified in Section 11 regarding The Sequim Police Department (Project Lifesaver).

Liquidated Damages and Limitations of Liability: In any lawsuit under this contract, the maximum liability under any circumstances of The Sequim Police Department or any other



_____ _____
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person(s) and/or entity (s) named in Section 11 shall be limited to the amounts of the $50.00 one-time fee already paid by the RESPONSIBLE PARTY to The Sequim Police Department (Project Lifesaver).

12. The RESPONSIBLE PARTY understands and agrees that The Sequim Police Department (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 searched undertaken utilizing the Project Lifesaver Locating system or other electronic equipment used during the term of this contract or program.

13. The RESPONSIBLE PARTY and RESPONSIBLE PARTY on behalf of CLIENT, specifically agrees and promises NOT to rely upon or cause any other 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.

14. The RESPONSIBLE PARTY and 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 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 CLIENT.

15. 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.

By signing below, I the RESPONSIBLE PARTY and the RESPONSIBLE PARTY on behalf of CLIENT, affirm that I have read and understood the 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 RESPONSIBLE PARTY on behalf of CLIENT | Sequim Police Department<br>PROJECT LIFESAVER INTERNATIONAL |
| DATE | DATE |
| TELEPHONE NO. | TRANSMITTER NO. |