

Lodi Police Department
PROJECT LIFESAVER
Program Contract

If applicant is accepted into the Lodi 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 Lodi Police Department Project Lifesaver program, Applicant must be a resident of the City of Lodi. Should the Applicant ever move from the City of Lodi, Applicant's participation in Project Lifesaver will be terminated and all property must be returned to the Lodi 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 Applicant. I am, and remain, primarily responsible for supervised care of the Applicant and take full responsibility of protecting Applicant 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 (consisting of a bracelet containing an electronic transmitter) is designed to provide law enforcement personnel with an additional technology aid 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 is not

removed or is defective, and I will call the Lodi Police Department immediately if I discover that the bracelet has been removed or is defective.

5. When I become aware that the Applicant has wandered off, I must immediately call the emergency number supplied by the Lodi Police Department and report the Applicant as a missing person. Lodi 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. The Project Lifesaver device 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 assists 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 Lodi, Project Lifesaver, or any of their respective employees, volunteers, elected or appointed officials, or agents (collectively the "Releasees") liable for failure to locate Applicant while using the system, and hereby release and agree to indemnify all such Releasees from any claim, cause of action, loss or damages, including economic damages, and attorney's fees and costs, arising from any inability or delay in locating the Applicant.
7. I understand that all of the 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, protected, or private when used for the purposes of the Lodi Police Department Project Lifesaver Program.
8. I specifically waive any rights to confidentiality to the Applicant's medical records, and confirm that I have the legal authority to waive such rights on the Applicant's behalf.
9. I understand that Project Lifesaver is a program administered by the Lodi 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 Lodi Police Department for families in need. For those who receive initial equipment paid for by the Lodi 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 Lodi and all of its personnel, employees, officers, volunteers, and elected and appointed officials harmless from any and all claims of liability and/or damage, and waive any and all rights to seek recourse for any economic losses or personal injury that may occur as a result of participation in

the Lodi Police Department Project Lifesaver Program.

11. I understand that the transmitter bracelet and other equipment remain the property of the Lodi Police Department and when no longer being used by the Applicant to whom it was assigned will be returned undamaged to the Lodi 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 Lodi 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 the Lodi Police Department Project Lifesaver Program 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 (3) times.

If the Applicant is terminated from the Lodi Police Department Project Lifesaver Program, all property must be returned to the Lodi Police Department and I will return to any security measures which were in place for Applicant prior to enrollment in Program, without any recourse, by me or on Applicant's behalf, against Project Lifesaver, the Lodi Police Department, or the City of Lodi.

Caregiver Signature

Date

Caregiver Printed Name

Applicant information:

Name: _____

Address: _____

Phone number for caregiver: _____

Approved as to form: City Attorney, City of Lodi (12/20)