

**Project Lifesaver WNY Legal Permit**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Project Lifesaver WNY, and \_\_\_\_\_ (Responsible Party) whose address is \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_.

WHEREAS, Project Lifesaver WNY and the Erie County Sheriff’s Office serve the community through efforts of volunteer and/or paid members who perform benevolent, humanitarian, and charitable services to include search and rescue disaster relief; and

WHEREAS, Project Lifesaver WNY and the Erie County Sheriff’s Office are undertaking a 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 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; and

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

THEREFORE:

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

1. Project Lifesaver WNY agrees to furnish the Responsible Party named above for the use and benefit of (name of client) \_\_\_\_\_; transmitter number \_\_\_\_\_. The Erie County Sheriff’s Department agrees to provide, response and tracking services appropriate and necessary for the use of such equipment.
  
2. 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 WNY information sheet, outlining their responsibilities under the program. The Responsible Party further understands that an Erie County Sheriff’s Office representative will need to perform monthly maintenance for the equipment to continue to function properly, and agrees to take required measures to allow the Sheriff’s Office representative 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 termination of this Permit.

3. It is the duty of \_\_\_\_\_, the Responsible Party, to immediately notify Erie County Sheriff's Office in the event the designated wearer of the Project Lifesaver WNY tracking bracelet is discovered missing from the Responsible Party's care.
4. In the event that the Project Lifesaver WNY bracelet is no longer needed by the designated wearer of said bracelet, Project Lifesaver WNY is to be notified immediately so that said bracelet can be removed.
5. If the Project Lifesaver WNY transmitter is lost or otherwise rendered unusable, the Responsible Party shall be responsible for all costs associated with its replacement.
6. The Responsible Party shall immediately notify Project Lifesaver WNY of any malfunction of or damage to such equipment.
7. This agreement may be terminated at the option of either party upon five (5) days written notice to the other party.
8. The Responsible Party specifically acknowledges and agrees that the Project Lifesaver WNY bracelet tracking system is NOT intended to replace the care, monitoring, attention and oversight to be provided by the Responsible Party to the person named in Section 1 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 WNY 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 WNY bracelet in the event the wearer is discovered missing.
9. **NOTICE: READ SECTION 9 VERY CAREFULLY!**  
**DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTAND THIS SECTION! SECTION 9 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS. YOU ARE RECOMMENDED TO CONSULT YOUR ATTORNEY BEFORE SIGNING THIS CONTRACT.**

\_\_\_\_\_, the Responsible Party, hereby releases Project Lifesaver WNY and the Erie County Sheriff's Office from any and all liability arising from any failure of the Project Lifesaver WNY equipment or any failure of the transmitter or receiver of whatever sort, kind or nature, regarding the performance and fulfillment of the response and tracking services described in Section 1 above, or any other ends for which this agreement is made.

Project Lifesaver WNY and the Erie 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 Project Lifesaver WNY and the Erie County Sheriff's Office, and any and all members of and all other persons or entities associated with Project Lifesaver WNY and the Erie County Sheriff's Office in conducting this pilot program involving the use of Project Lifesaver WNY provided 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 10 regarding Project Lifesaver WNY and the Erie County Sheriff's Office.

10. Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability under any circumstance is limited to the cost of Project Lifesaver WNY equipment purchased by Responsible Party and used specifically in this program.
11. The Responsible Party understands and agrees that Project Lifesaver WNY and the Erie 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 Lifesaver WNY system or other electronic equipment used during the term of this contract or pilot program.
12. 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 WNY bracelet and understands that the use of the bracelet purchased from Project Lifesaver WNY 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 person named in Section 1 above.

Nothing herein shall obligate Project Lifesaver WNY or the Erie County Sheriff's Office to continue to provide services under Project Lifesaver WNY 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 9, the limitation of liability in Section 10 and the non-reliance provisions in Section 12, 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.

To be completed by Responsible Party:

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

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

To be completed by Witness (or Notary):

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

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

\*\*\*\*\* For Use by Notary Public Only \*\*\*\*\*

On this \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord \_\_\_\_\_, before me, a Notary Public, State of \_\_\_\_\_,

Duly commissioned and sworn, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same IN WITNESS

WHEREOF, I hereunto set my hand affixed my official seal in the State of \_\_\_\_\_, County (City) of \_\_\_\_\_ on the date set forth above in this certification.

Notary Public: \_\_\_\_\_

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_