



Project Lifesaver Contract

Client number: _____

Transmitter Frequency: _____

THIS AGREEMENT is made this _____ day of _____ 2007,
by and between the King George Sheriff's Office, a body politic and political subdivision of the
Commonwealth of Virginia, and _____ (Responsible
Party) whose address is _____,
(City/Town), _____ (State), _____ (Zip Code) _____.

WHEREAS, the King George Sheriff's Office wished to continue and supplement its mission to
serve and protect the community; and,

WHEREAS, the King George Sheriff's Office wished to establish Project Lifesaver, under which
trained deputies 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 King George Sheriff's Office 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 King George Sheriff's Office is not 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; and,

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

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

1. The King George Sheriff's Office, through Project Lifesaver, agrees to furnish to the
RESPONSIBLE PARTY named above for the use and benefit of _____,
a Project Lifesaver/Locating System consisting of
a, Wrist Band transmitter or its equivalent together with monitoring, response and
tracking services appropriate and necessary for the use of each equipment.

2. The King George Sheriff's Office will be paid a monthly maintenance fee of \$10.00 per month, said sum to be paid on or before the ____ day of each month at the office of the King George County Sheriff's Office.
3. It is the duty of the RESPONSIBLE PARTY, to immediately notify the King George Sheriff's Office in the event the designated wearer of the Project Lifesaver Locating System tracking bracelet is discovered missing from the RESPONSIBLE PARTY'S care.
4. In the event that the Project Lifesaver Locating System bracelet is no longer needed by the designated wearer of said bracelet, the King George Sheriff's Office is to be notified immediately so that said bracelet can be removed.
5. If the Project Lifesaver Locating System bracelet is lost or otherwise rendered unusable, the RESPONSIBLE PARTY shall reimburse the King George Sheriff's Office the cost of said bracelet.
6. The King George Sheriff's Office is responsible for the routine maintenance of the Project Lifesaver Locating System equipment, provided, however, that the King George Sheriff's Office is NOT responsible in any respect for any technical failure due to manufacturing or material defects of the equipment herein provided.
7. The King George Sheriff's Office makes no warranties of any kind with regard to the equipment described herein, the operation or effectiveness of the equipment described herein, the fitness or suitability of the equipment described herein for a particular purpose, or the merchantability of the equipment described herein, AND ALL WARRANTIES, EXPRESS AND IMPLIED ARE HEREBY WAIVED.
8. In the event of failure of the Project Lifesaver Locating System equipment described herein, the King George Sheriff's Office will replace or repair such equipment at its option, upon notice of the need for such service.
9. The King George Sheriff's Office shall retain all title and interest in said equipment, and in no way does the lessee acquire any title in said equipment.
10. This agreement may be terminated at the option of either party upon thirty (30) days written notice to the other party.
11. 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 to the person named in Section 1 above. The RESPONSIBLE PARTY, on behalf of the 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 additional and ancillary (supplemental) tool providing an extra means of locating the wearer of the Project Lifesaver Locating System bracelet in the event that the wearer is discovered missing.
12. The RESPONSIBLE PARTY, hereby releases, indemnifies and holds harmless, and agrees to defend, the King George Sheriff's Office, Project Lifesaver, King George County, and any and all of their departments, employees, subsidiaries, parents,

beneficiaries and agents of any kind from any and all liability and/or claims of any kind, now and in the future, known and unknown, in any way arising out of or in relation to this Contract and/or the services rendered as a result.

13. In the event that, if for any reason a claim or suit of any kind is allowed against the King George Sheriff's Office, Project Lifesaver, King George County, and any and all of their departments, employees, subsidiaries, parents, beneficiaries and agents of any kind, the parties agree that damages would be difficult or impossible to prove and as such the maximum liability under any circumstances to King George Sheriff's Office, Project Lifesaver, King George County, and any and all of their departments, employees, subsidiaries, parents, beneficiaries and agents of any kind, shall be limited to the amounts of the monthly maintenance fee already paid by the RESPONSIBLE PARTY to the King George Sheriff's Office.
14. The RESPONSIBLE PARTY understands and agrees that the King George Sheriff's Office (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 searches undertaken utilizing the Project Lifesaver Locating System or other electronic equipment used during the term of this contract or program.
15. The RESPONSIBLE PARTY specifically agrees and promises NOT 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.
16. 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.

By signing below, the RESPONSIBLE PARTY affirms that s/he has read and understood this contract, has had the opportunity to review the contract with counsel as they see fit, and that it is his/her 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/ P.O. Box

City, State, Zip Code

Date

Telephone Number

Accepted: The King George Sheriff's Office

By: _____