

# Project Lifesaver Association of Nova Scotia Client Contract

## Definitions

**Client:** The person who will be wearing the Transmitter Unit.

**Agent:** The person with power and authority to represent the Client in legal matters. The Agent will be responsible for the financial obligations of the contract and shall ensure that the caregiver follows the guidelines of the contract.

**Caregiver:** A person who will be providing care and supervision of the Client.

Once the client is accepted into the Project Lifesaver Program, the agent shall agree to the following terms by signing of the Project Lifesaver contract:

I, the Agent, 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. I acknowledge that Project Lifesaver is used to refer to Project Lifesaver International, Project Lifesaver Association of Nova Scotia (PLANS), the agency administering the program; in this case Cape Breton Search and Rescue Association, and other Project Lifesaver agencies that may be called upon. Furthermore, I hereby represent and warrant that I have full power and authority as the duly authorized representative of the Client named below, to register and act on his/her behalf. My Power of Attorney and Personal Directive if needed, and a referral from the Client's primary physician are attached.

THEREFORE, IN CONSIDERATION of the mutual promises and obligations contained herein, the sufficiency of which is acknowledged, the parties agree as follows, each to their respective obligations:

1. I understand that when I enroll a Client 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 and take full responsibility of protecting this person from wandering. I understand that a caregiver must be present in the home with the Client at all times.
2. 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 Transmitter Unit. Project Lifesaver equipment is designed to provide law enforcement and ground search personnel with an additional technology in attempting to locate the Client. 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.

3. In order for Project Lifesaver to work, I have a responsibility to obey the instructions of the Program, follow all training, and make sure that the person that I enroll is wearing the Project Lifesaver Transmitter Unit at all times. If it has been removed or is defective; I will call Project Lifesaver Association of Nova Scotia immediately.

4. When the Caregiver notices that the Client enrolled has wandered off, the Caregiver must immediately call 911 and report the Client as a missing person and identify them as a client of Project Lifesaver. The police and ground search team of jurisdiction will respond to search. I understand and acknowledge that the Project Lifesaver device cannot predict or report that the Client has wandered off. It is used solely as an aid for emergency personnel when notified the Client is missing.

5. I understand that in Nova Scotia the Police of Jurisdiction are responsible for all lost or missing persons. When Project Lifesaver Electronic Search Specialists respond to search, it is at the discretion of the police to determine what resources will be used.

6. I understand that while Project Lifesaver is an electronic locating device that assists in finding persons who wear the Transmitter Unit, there may be unforeseen times or circumstances when individuals cannot be located even while wearing the Project Lifesaver Transmitter Unit. I will not hold Project Lifesaver or any of its employees, volunteers or community partners, Law Enforcement or Search and Rescue Agencies (collectively the "Releases") involved liable for failure to locate the person using the system, and hereby release all such Releases from any claim, cause of action, loss or damages arising from any inability or delay in locating the Client.

7. I understand that all information I have provided in this application may be shared among Law Enforcement, Search and Rescue, and other necessary agencies in Nova Scotia. Therefore, I understand that none of the information I have provided or shall provide in the future can be considered confidential or protected or private when used for the purposes of the Project Lifesaver Program, [notwithstanding the provisions of the Personal Information Protection and Electronic Documents Act].

8. In the event of a search, I specifically waive any rights to confidentiality to the Client's medical records by Project Lifesaver or any of Project Lifesaver's member agencies or associations which includes dissemination of such information. I confirm that I have the authority by which to waive such rights.

9. I understand that in **the portions of Inverness, Richmond and Victoria Counties, as recognized by EMO NS, and all of Cape Breton County, Nova Scotia**, Project Lifesaver is a program administered by **Project Lifesaver Association of Nova Scotia and Cape Breton Search and Rescue Association**. I agree to release and hold each agency and all of their respective personnel, officers and volunteers harmless from any and all claims of liability and/or damage, and waive any and all rights to seek recourse for any losses or injury that may occur as a result of participation in the Project Lifesaver Program.

10. I understand that the Transmitter Unit and tester remain the property of Project Lifesaver Association of Nova Scotia and when no longer being used by the Client to whom it was assigned will be returned undamaged to Project Lifesaver Association of Nova Scotia 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 Project Lifesaver Association of Nova Scotia.

11. I understand that if the Caregiver fails to use the tester device at least once per day and record the results on the supplied test result monthly inspection sheet, or if the Caregiver fails to **notify 911 immediately** when he/she discovers the Client missing and identify them as a Project Lifesaver Client, or if the Caregiver fails to notify Project Lifesaver Association of Nova Scotia if he/she tests the Transmitter Unit device and finds no signal indication, or if the Client refuses to wear or removes the device 3 (three) times, then the Client may be involuntarily removed from the program. All property will then be returned to Project Lifesaver Association of Nova Scotia and I will continue with security measures, deemed appropriate for the Client's care at the current stage of his/her condition, and without recourse to Project Lifesaver.

12. There will be an enrollment fee of \$400.00 and a monthly fee of \$30.00 paid to Project Lifesaver Association of Nova Scotia while the client is active in the program. The monthly fee shall be payable on the 1<sup>st</sup> day of each month, by customer pre-authorized debit plan. As an alternative, the monthly fee may be paid annually in the amount of \$360.00 starting at the time of enrollment and payable by check on the 1<sup>st</sup> day of the month of the anniversary of enrollment. All products are purchased in USD as the equipment used in this program comes from the USA. Project Lifesaver will strive to keep all client costs as low as possible, however, the prices are subject to change without notice.

13. When the Agent requests to have the Client released from the Program, he/she must complete and sign a release form. A member from the Project Lifesaver Program will collect the release form, Transmitter Unit and retrieve all equipment as soon as possible from the date of the request. The Agent will be responsible for monthly costs to the date the release is requested.

14. This agreement may be terminated by either Project Lifesaver Association of Nova Scotia or Cape Breton Search & Rescue Association on 45 days written notice. All property will then be returned to Project Lifesaver Association of Nova Scotia and the caregiver must continue with security measures deemed appropriate for the Client's care at the current stage of his/her condition, and without recourse to Project Lifesaver.

15. This Agreement may be terminated immediately and without notice by Project Lifesaver Association of Nova Scotia and Cape Breton Search and Rescue Association should information be brought to their attention that would place the client or Project Lifesaver at risk of harm or liability. All parties agree that this clause is necessary to protect each party should unforeseen circumstances arise.

**By signing below, I affirm that I have read and understand the contract including all waivers, releases, and liability limitations and have had the opportunity to obtain independent legal advice prior to executing this agreement and am signing this agreement voluntarily. It is my desire and intention to enter into this agreement and by affixing my signature below, I hereby agree to the terms and provisions of this contract.**

\_\_\_\_\_  
CLIENT NUMBER

\_\_\_\_\_  
CLIENT'S FULL LEGAL NAME (PRINTED)

\_\_\_\_\_  
AGENT(S)'S FULL LEGAL NAME(S) (PRINTED)

\_\_\_\_\_  
AGENT(S)'S SIGNATURE(S)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS (PRINTED)

\_\_\_\_\_  
WITNESS (SIGNATURE)

\_\_\_\_\_  
FOR PROJECT LIFESAVER ASSOCIATION OF NOVA SCOTIA (PRINTED)

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FOR PROJECT LIFESAVER ASSOCIATION OF NOVA SCOTIA (SIGNATURE)

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FOR CAPE BRETON SEARCH AND RESCUE ASSOCIATION (PRINTED)

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FOR CAPE BRETON SEARCH AND RESCUE ASSOCIATION (SIGNATURE)

## **Project Lifesaver - Program Contract**

Introduced .....	June 9, 2010
First draft amendment .....	June 16, 2010
Second draft amendment.....	June 21, 2010
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Approved.....	July 14, 2010
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