



# PROJECT LIFESAVER SERVICE AGREEMENT

**Office of the Sheriff**  
*Michael D. Andrews, Sheriff*

THIS AGREEMENT IS MADE THIS (DAY) \_\_\_\_\_ OF (MONTH) \_\_\_\_\_,  
(YEAR) \_\_\_\_\_, BY AND BETWEEN THE DURHAM COUNTY SHERIFF'S OFFICE AND  
(RESPONSIBLE PARTY) \_\_\_\_\_ WHOSE ADDRESS IS (HOUSE  
NUMBER AND STREET NAME) \_\_\_\_\_,  
(CITY) \_\_\_\_\_, NORTH CAROLINA, (ZIP CODE) \_\_\_\_\_.

WHEREAS, THE DURHAM COUNTY SHERIFF'S OFFICE IS PARTICIPATING IN A PROGRAM NAMED  
PROJECT LIFESAVER IN DURHAM COUNTY; AND,

WHEREAS, THE DURHAM COUNTY SHERIFF'S OFFICE HAS TRAINED DEPUTIES WHO CAN USE  
ELECTRONIC SIGNALING DEVICES AS AN AID IN SEARCHING FOR LOST PERSONS WHO HAVE A  
MENTAL DISABILITY AND ARE ENROLLED IN PROJECT LIFESAVER; AND,

WHEREAS, TRAINED SHERIFF'S DEPUTIES ARE RESPONSIBLE FOR SERVICING, ON A BI-  
MONTHLY BASIS, THE BRACELET AND ITS COMPONENTS WORN BY CLIENTS ENROLLED IN  
PROJECT LIFESAVER; AND,

WHEREAS, THE DURHAM COUNTY SHERIFF'S OFFICE 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 A PROGRAM; AND,

WHEREAS, THE RESPONSIBLE PARTY NAMED HEREIN LEGALLY 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 PROJECT LIFESAVER PROGRAM BEING  
UNDERTAKEN:



THEREFORE:

IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN, THE ABOVE PARTIES AGREE AS FOLLOWS:

1. THE DURHAM COUNTY SHERIFF'S OFFICE AGREES TO FURNISH THE RESPONSIBLE PARTY, FOR THE USE AND BENEFIT OF (CLIENT'S NAME) \_\_\_\_\_, WHO RESIDES AT \_\_\_\_\_ A PROJECT LIFESAVER/LOCATING SYSTEM CONSISTING OF A BRACELET AND ITS COMPONENTS, TOGETHER WITH MONITORING, SERVICING, RESPONSE AND TRACKING SERVICES APPROPRIATE AND NECESSARY FOR THE USE OF EACH PIECE OF EQUIPMENT.
2. IT IS THE DUTY OF \_\_\_\_\_, THE RESPONSIBLE PARTY, TO IMMEDIATELY NOTIFY THE DURHAM COUNTY SHERIFF'S OFFICE (PROJECT LIFESAVER) IN THE EVENT THE DESIGNATED WEARER OF THE PROJECT LIFESAVER LOCATING SYSTEM TRACKING BRACELET IS DISCOVERED MISSING FROM THE RESPONSIBLE PARTY'S CARE.
3. IN THE EVENT THAT THE PROJECT LIFESAVER LOCATING SYSTEM BRACELET IS NO LONGER NEEDED BY THE DESIGNATED WEARER OF SAID BRACELET, THE DURHAM COUNTY SHERIFF'S OFFICE IS TO BE NOTIFIED IMMEDIATELY SO THAT SAID BRACELET CAN BE REMOVED.
4. IF THE PROJECT LIFESAVER LOCATING SYSTEM BRACELET IS LOST OR OTHERWISE RENDERED UNUSABLE, THE RESPONSIBLE PARTY SHALL NOTIFY THE DURHAM COUNTY SHERIFF'S OFFICE IMMEDIATELY BY CALLING 919-560-0900. SHOULD THE PROJECT LIFESAVER LOCATING SYSTEM BRACELET BE LOST OR RENDERED UNUSABLE, OR DAMAGED, THROUGH ABUSE OR NEGLIGENCE, THE RESPONSIBLE PARTY ACKNOWLEDGES THAT THEY WILL BE RESPONSIBLE FOR THE COST TO REPAIR OR REPLACE THE BRACELET, AND ACKNOWLEDGES THAT THE COST OF THE BRACELET IS \$350.00.
5. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE DURHAM COUNTY SHERIFF'S OFFICE WILL PERFORM THE ROUTINE MAINTENANCE OF THE PROJECT LIFESAVER LOCATING SYSTEM EQUIPMENT PROVIDED HEREUNDER; HOWEVER, THE DURHAM COUNTY SHERIFF'S OFFICE IS NOT RESPONSIBLE IN ANY RESPECT FOR ANY TECHNICAL



FAILURE DUE TO MANUFACTURING OR MATERIAL DEFECTS OF THE EQUIPMENT HEREIN PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE DURHAM COUNTY SHERIFF'S OFFICE MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO 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. THE RESPONSIBLE PARTY FURTHER ACKNOWLEDGES THEIR OBLIGATION TO FACILITATE THE PERFORMANCE OF MAINTENANCE BY ENSURING THAT THE CLIENT IS AVAILABLE FOR SAME.

6. IN THE EVENT OF FAILURE OF THE PROJECT LIFESAVER LOCATING SYSTEM EQUIPMENT DESCRIBED HEREIN, THE DURHAM COUNTY SHERIFF'S OFFICE WILL ATTEMPT TO REPLACE OR REPAIR SUCH EQUIPMENT AS ITS OPTION, UPON BEING NOTIFIED OF THE NEED FOR SUCH SERVICE. THE DURHAM COUNTY SHERIFF'S OFFICE DOES NOT GUARANTEE THAT REPLACEMENT EQUIPMENT WILL BE AVAILABLE.
7. IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THE DURHAM COUNTY 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.
8. THIS AGREEMENT MAY BE TERMINATED AT THE OPTION OF EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY; HOWEVER, THE DURHAM COUNTY SHERIFF'S OFFICE MAY TERMINATE THE AGREEMENT IMMEDIATELY IF THE CLIENT IS FOUND TO HAVE DAMAGED, OR OTHERWISE RENDERED UNUSABLE, THE BRACELET.
9. 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 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 AND THAT PARTICIPATION IN THE



PROGRAM DOES NOT ESTABLISH ANY SPECIAL DUTY UPON THE DURHAM COUNTY SHERIFF'S OFFICE TO CARE FOR, MONITOR, OR PROVIDE OVERSIGHT TO, THE CLIENT.

10. NOTICE: READ SECTION 10 VERY CAREFULLY! DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTAND THIS SECTION! SECTION 10 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS! YOU ARE RECOMMENDED TO CONSULT YOUR OWN ATTORNEY BEFORE SIGNING THIS CONTRACT!

\_\_\_\_\_, THE RESPONSIBLE PARTY, HEREBY RELEASES THE DURHAM COUNTY SHERIFF'S OFFICE FROM ANY AND ALL LIABILITY ARISING FROM THE FAILURE OF THE PROJECT LIFESAVER LOCATING SYSTEM EQUIPMENT OR ANY FAILURE OF THE DURHAM COUNTY SHERIFF'S OFFICE, OF WHATEVER SORT, KIND, 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 DURHAM 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 THE DURHAM COUNTY SHERIFF'S OFFICE FOR ALL ACTION AND INACTION ON THEIR PART, AND INDEMNIFIES THE DURHAM COUNTY SHERIFF'S OFFICE AGAINST ALL CLAIMS, ACTIONS, LAWSUITS, OR CAUSES OF ACTIONS BROUGHT AGAINST THEM, WHETHER BY RESPONSIBLE PARTY, OR ON RESPONSIBLE PARTY'S BEHALF, OR BY OTHERS, EVEN IF SUCH CLAIM IS FALSE OR FRAUDULENT, AND REGARDLESS OF WHO THE PARTIES MAY BE.

\_\_\_\_\_, THE RESPONSIBLE PARTY, HEREBY RELEASES AND HOLDS HARMLESS THE DURHAM COUNTY SHERIFF'S OFFICE AND ANY AND ALL MEMBERS, PERSONS, OR ENTITIES ASSOCIATED WITH THE DURHAM COUNTY SHERIFF'S OFFICE, IN CONDUCTING THE PROGRAM INVOLVING THE USE OF 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 10 REGARDING THE DURHAM COUNTY SHERIFF'S OFFICE PARTICIPATION IN PROJECT LIFESAVER.

11. THE RESPONSIBLE PARTY UNDERSTANDS AND AGREES THAT THE DURHAM 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 LOCATING SYSTEM OR THE ELECTRONIC EQUIPMENT USED DURING THE TERM OF THIS CONTRACT OR PROGRAM.
12. IN ORDER TO ENSURE THE PROPER OPERATION OF THE PROJECT LIFESAVER EQUIPMENT, THE TRANSMITTER AND BATTERY MUST BE CHECKED AT LEAST ONCE DAILY. THE RESPONSIBLE PARTY AGREES TO CHECK THE EQUIPMENT AT LEAST ONCE DAILY AND LOG IT ON THE MONTHLY INSPECTION SHEET. FAILURE TO COMPLY WITH THIS AGREEMENT CAN MEAN THAT THE CLIENT WILL BE TAKEN OFF THE PROGRAM.
13. 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 CLIENT WEARING OF THE PROJECT LIFESAVER LOCATING SYSTEM BRACELET.
14. 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 ON THE EQUIPMENT OR SERVICES FOR THE HEALTH, SAFETY, WELFARE, FINDING, RESCUE, OR RETRIEVAL OF THE PERSON NAMED IN SECTION 1 ABOVE.



BY SIGNING BELOW, I THE RESPONSIBLE PARTY, AFFIRM THAT I HAVE READ AND UNDERSTAND THIS CONTRACT, INCLUDING THE WAIVER AND RELEASE OF LIABILITY IN SECTION 10, AND THE NON-RELIANCE PROVISIONS OF SECTION 12 AND 13, 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

\_\_\_\_\_  
SHERIFF'S OFFICE REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER OF RESPONSIBLE PARTY

\_\_\_\_\_  
DATE

