



York-Poquoson Project Lifesaver Agreement

York-Poquoson Sheriff's Office

P.O. Box 99

Yorktown, Virginia 23690

THIS IS AN IMPORTANT LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING. CONSULTATION WITH LEGAL COUNSEL IS ENCOURAGED.

THIS AGREEMENT is made this _____ day of _____, 202____, by and between the York-Poquoson Sheriff's Office (hereinafter "YPSO"), party of the first part, and _____

_____ (hereinafter "RESPONSIBLE PARTY"), party of the second part, acting on behalf and for the benefit of _____ (hereinafter the "Designated User").

WEREAS, the YPSO, is undertaking an experimental program using electronic signaling devices to aid in searching for persons who suffer from a medical condition which may cause them to become lost; and,

WHEREAS RESPONSIBLE PARTY desires to participate in this experimental program for the Designated User's and RESPONSIBLE PARTY'S benefit; and,

WEHEREAS RESPONSIBLE PARTY has presented to the YPSO a physician's certificate confirming that the Designated User suffers from a medical condition which may cause such person to become lost; and,

WHEARAS, the YPSO is under no legal or other duty to provide such as program or to furnish the equipment and services here provided for, but is willing to provide such equipment and services to RESPONSIBLE PARTY and the Designated User upon the terms and conditions set forth below;

NOW, THERFORE, WITNESSETH that in consideration of the mutual promises made herein, the above parties agree as follows:

1. The YPSO shall furnish a CARETRAK system to RESPONSIBLE PARTY for the exclusive use and benefit of the Designated User and RESPONSIBLE PARTY.



2. YPSO using CARETRAK equipment shall lead or conduct searches for the Designated User when such Designated User becomes lost in the County of York or the City of Poquoson.
3. RESPONSIBLE PARTY understands and agrees that the YPSO does NOT represent that it will lead or conduct searches for the Designated User whose last known location before being lost was outside York County and the City of Poquoson. YPSO in its discretion may provide CARETRAK frequency information to the law enforcement agency outside of York County and the City of Poquoson where the Designated User was last seen.
4. RESPONSIBLE PARTY shall immediately notify the YPSO of any address change of either the Designated User or the RESPONSIBLE PARTY.
5. In the event the Designated User or RESPONSIBLE PARTY moves from the County of York or the City of Poquoson, the RESPONSIBLE PARTY shall promptly return the CARETRAK equipment to the YPSO in good working condition.
6. In the event the Designated User becomes institutionalized for over thirty (30) days, dies, or for any other reason no longer needs the CARETRAK equipment, RESPONSIBLE PARTY shall promptly return such equipment to the YPSO in good working condition.
7. In the event any CARETRAK equipment entrusted to the RESPONSIBLE PARTY malfunctions, RESPONSIBLE PARTY shall immediately return such malfunctioned equipment to the YPSO for repair or replacement. If such equipment malfunction is determined by the YPSO to result from misuse or abuse, then the RESPONSIBLE PARTY shall reimburse the YPSO for all the costs of repair and/ or replacement. The re-issue of CARETRAK equipment is contingent upon such reimbursement.
8. In the event any CARETRAK equipment entrusted to RESPONSIBLE PARTY is for whatever reason damaged, RESPONSIBLE PARTY shall immediately return such damaged equipment to the YPSO, and shall further reimburse the YPSO any consists of repair or replacement, as determined necessary by the YPSO. The re-issue of functioning CARETRAK equipment is contingent upon such reimbursement.
9. In the event any CARETRAK equipment entrusted to RESPONSIBLE PARTY is for whatever reason lost or stolen, RESPONSIBLE PARTY shall immediately report such loss, and shall further reimburse the YPSO all costs of replacement. The re-issue of new CARETRAK equipment is contingent upon such reimbursement.



10. The YPSO shall retain ownership of the CARETRAK equipment, and neither the Designated User nor RESPONSIBLE PARTY shall acquire any right of ownership in said equipment through possession.
11. This Agreement may be terminated for any reason at the option of either party upon notice to the other party. Upon the termination of this Agreement, RESPONSIBLE PARTY shall return the CARETRAK equipment within ten (10) days in good working condition to the YPSO. If such equipment is damaged or not returned, RESPONSIBLE PARTY shall reimburse the YPSO the cost of repair or replacement.
12. RESPONSIBLE PARTY agrees to cause the Designated User to wear the CARETRAK equipment at all times and to regularly check to ensure that such equipment is functioning properly.
13. In the event the Designated User becomes lost, RESPONSIBLE PARTY shall immediately notify YPSO of such loss and provide all requested details regarding the circumstances of such loss, including but not limited to, the last known whereabouts of the Designated User, the probable time of loss, the time when such loss was discovered, the whereabouts of RESPONSIBLE PARTY at the probable time of discovery of such loss, and contact information for any person other than RESPONSIBLE PARTY who had custody of the Designated User at the probable time of the loss.
14. RESPONSIBLE PARTY acknowledges that accepting CARETRAK equipment and associated services in no way constitutes a substitute for care, monitoring, attention, and oversight of the Designated User by the RESPONSIBLE PARTY.
15. RESPONSIBLE PARY specifically agrees and promises NOT TO RELY on the equipment or services provided herein for the safety, security, welfare, finding, or retrieval of the Designated User, and shall at all times regard the equipment and services provided herein as ancillary equipment and services which may or may not be effective in assisting with locating the Designated User.
16. RESPONSIBLE PARTY understands and agrees that the YPSO makes no warranties, guarantees, assurances, or promises of any kind regarding the quality or effectiveness of the CARETRAK equipment and associated services under this agreement.



17. RESPONSIBLE PARTY hereby absolves the YPSO, the COUNTY OF YORK, as well as all other divisions of YORK COUNTY, including, but not limited to the York County Fire and Life Safety, Emergency Management Services, all employees, officers, agents, volunteers, and any other persons or entities of the County of York from any claim or cause of action arising out of the Designated User's and RESPONSIBLE PARTY'S acceptance and use of the CARETRAK equipment and associated services, and agrees to indemnify the YPSO and the COUNTY OF YORK and its employees, officers, agents, volunteers, and any other persons or entities associated with the same from and against any and all such claims or causes of action which may be brought against said indemnified parties either jointly or severally by the Designated User, RESPONSIBLE PARY, other parties, or parties acting on their behalf relative to the CARETRAK equipment and / or services provided under this Agreement.



By signing below, I, the RESPONSIBLE PARTY, affirm that I have read this Agreement in its entirety and understand all provisions thereof. I, FURTHER UNDERTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AND THAT IN SIGNING IT, I AM UNDERTAKING CERTAIN IMPORTANT LEGAL OBLIGATIONS. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF MY CHOICE PRIOR TO GISNGING AND THAT ANY DECISION NOT TO SEEK LEGAL ADVICE HAS BEEN MY SOLE DECISION FREE OF ANY INFLUENCE BY ANY EMPLOYEE, DEPUTY, AGENT, OR VOLUNTEER OF YORK COUNTY. By affixing my signature below, I hereby agree to the terms and provisions of this Agreement.

Witness Signature

RESPONSIBLE PARTY

Printed Name of Witness

Witness Address:

Witness Telephone: (____) _____

Responsible Party Information:

Street Address: _____

Mailing Address: _____

Home Telephone: (____) _____ Work Telephone: (____) _____

Cellular Telephone: (____) _____

Email: _____

Date of Birth: _____ SSN: _____

Operator License Number & State: _____

Designated User's Information:

Name: _____ SSN: _____

Name of Attending Physician: _____

Attending Physician's Address: _____

Attending Physician's Telephone: _____

ACCEPTED: York-Poquoson Sheriff's Office

BY: _____

