



**WAIVER AND RELEASE**

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Now comes \_\_\_\_\_ (Responsible Party), whose address is  
\_\_\_\_\_ (City) \_\_\_\_\_ (state)

\_\_\_\_\_ (Zip Code) \_\_\_\_\_ and acknowledges that he/she is authorized to act in the name of and on behalf of \_\_\_\_\_ (Designated Recipient), that he/she desires to participate in the **NEWPORT NEWS SHERIFFS OFFICE PROJECT LIFESAVER** (the "Program") for the benefit of the Designated Recipient, and he/she understands, acknowledges, and agrees as follows:

1. The **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** is a search system which uses electronic signaling devices as aids in searching the Newport News area for lost persons who suffer from diminished mental capacity or other disabilities.
2. The **NEWPORT NEWS SHERIFF'S OFFICE** is under no legal or other duty to provide such a system to person's suffering from such diminished capacity or disability.
3. The **NEWPORT NEWS SHERIFF'S OFFICE** does not act as an agent, representative, or surrogate for any other person, agency, local governing agency or legal entity in undertaking the Program, and neither obligates nor is able to obligate any other person, agency, local governing agency or legal entity by undertaking such a Program.
4. The Program uses a system consisting of a Wristband transmitter or its equivalent, together with monitoring, response and tracking services appropriate and necessary for the use of such equipment.
5. It is the duty of the Responsible Party to immediately notify the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** in the event the Designated Recipient of the tracking bracelet is discovered missing. *Call 757-926-3984, tell the Deputy that you are a caregiver and/or a family member in the Project Lifesaver Program and are in need of assistance. Then give them your name, the client's name, give the (6) digit number located on the inside of your folder.*
6. In the event the transmitter is no longer needed by the Designated Recipient, the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** is to be notified immediately so that the transmitter can be removed.
7. If the transmitter is lost or otherwise rendered unusable, the Responsible Party shall reimburse the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** the actual replacement cost of the transmitter.
8. It is expressly understood and agreed the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** 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 **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** makes no warranties of any kind of regard to the equipment, the operation or effectiveness of the equipment, the fitness or suitability of the equipment for a particular purpose, or merchantability of the equipment. In addition, the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** is not responsible for any failure of the telephone pager system used for emergency messages or alerts. Telephone systems fail to perform or under perform from time to time. The **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** makes no warranties of any kind with regard to the telephone systems used in this program.
9. It is specifically agreed and understood that the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** shall retain all title and interest in the equipment.



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10. It is specifically agreed and understood that the **NEWPORT NEWS SHERIFF'S OFFICE** can terminate the Program at any time in its sole discretion.
11. The responsible party expressly acknowledges and agrees that the transmitter tracking system is **NOT** intended to replace the care, monitoring, and attention of the Designated Recipient to be provided by the Responsible Party. The Responsible Party on behalf of the Designated Recipient, accepts the use of the equipment and services are intended to be merely an additional and ancillary (supplementary) tool for attempting to locate the Designated Recipient of the bracelet in the event the Designated Recipient is discovered missing.
12. The Responsible Party hereby releases and holds harmless the **CITY OF NEWPORT NEWS**, the **NEWPORT NEWS SHERIFF'S OFFICE**, **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER**, and their respective volunteers, employees, agents, and assigns, from any all liability arising, regarding the performance and fulfillment of monitoring, response, and tracking services and equipment.
13. The Responsible Party hereby releases and holds harmless the **CITY OF NEWPORT NEWS**, the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER**, and the respective volunteers, employees, agents and assigns, for all action and inaction on its part, and agrees to indemnify the **CITY OF NEWPORT NEWS**, the **NEWPORT NEWS SHERIFF'S OFFICE**, the **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER**, and their respective volunteers, employees, agents and assigns against all claims, actions, lawsuits, or causes of action brought against the **CITY OF NEWPORT NEWS**, **NEWPORT NEWS SHERIFF'S OFFICE PROJECT LIFESAVER** and their respective volunteers, employees, agents and assigns whether by Responsible Party, or on Responsible Party's behalf, or by others, even if such a claim is false or fraudulent, and regardless of who the parties may be.
14. The Responsible Party understands and agrees that the **NEWPORT NEWS 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 or equipment provided, or of any search or searches undertaken utilizing the transmitter system or other electronic equipment.
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 recipient of the transmitter. The Responsible Party agrees and understands that the equipment and services provided under this agreement may be ineffective for the intended purposes. 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 designated person.

**RESPONSIBLE PARTY**

**WITNESS**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name:*

\_\_\_\_\_  
*Print Name & Title*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Phone Number*