

# Baldwin County Sheriff's Office offers Project Lifesaver

Completely Free to Baldwin County Residents

Caregivers responsible for the safety of loved ones with Alzheimer's, dementia, autism or other disorders, often live in fear that they will wander off, or not have the proper assistance when the caregiver is away. Project Lifesaver has eased that fear for many Baldwin residents.





Project Lifesaver uses a wearable device for "at risk" patients that bridges the gap between first responders and their communities. PLS continues to provide caregivers peace of mind knowing their loved ones are protected in the event of elopement or emergency.

## Contact us today to get your loved one registered! projectlifesaver@baldwincountyal.gov | 251-972-8545 kelli.brown@baldwincountyal.gov | 251-972-6890

https://sheriff.baldwincountyal.gov/community-programs-details/project-life-saver-details

### **Project Lifesaver Baldwin County**

#### Personal Data Questionnaire

Nickname(s):

Most Recent Address		
Most Recent Occupation:		
Name of Spouse:	Living / Deceased(circle)	
	Family/Friend Information	
Emergency Contact information		
Name	Address	
Phone:	Relation:	
Name	Address	
Phone:	Relation:	
Name	Address	
Phone:	Relation:	

### Physical Description

Height ft _	in. Weight	_lbs. Build
Hair Color:	HairStyle:	EyeColor:
Complexion:	Beard: Yes/No	Sideburns: Yes/ No (circle one)
Mustache: Yes/No	Balding: Yes / No	False Teeth: Yes / No (circle one on each)
Shape of Facial Fe	atures: Round/Square/C	Oval/other
Distinguishing M	Iarks (Scars, Tattoos, I	Etc.)Describe:
General Appearance	:	
If Participant does	not understand English, w	hat Language is understood?
Spoken word only Y	Xes/No(circleone) or V	Written / Spoken (circle one)
Does Participant W	/earGlasses? Yes/NoCo	ntacts? Yes / No Sunglasses? Yes / No
If yes to any of the al	bove, what style?	
If participant wears None/Poor/Fair (cir	6	ewear, what degree of vision does he/she have without the eyewear?
Does Participant w	ear a Hearing Aid?	What Style?
If yes, what type of	Hearing without Aid? N	one / Poor /Fair (circle one)
	nave access to a vehic	
Any known physica	al handicaps?	ealth/Psychological Condition
(Describe please) Any know Medical I	Problems?	
(Describe Please)		
	egularly? ns using correct name of c	lrug and dosage taken:
Consequences of N	OT taking medications?	
Attending Physicia	n:Tel	ephone No. ( )
AnyPsychological	Problems? Yes/No Natur	e:

#### **Additional Questions:**

Does the Participant remain oriented to Time and Person? Yes / No Explain: \_\_\_\_\_

Does the Participant recognize familiar persons and faces? Yes / No Explain:

Can the Participant travel to familiar locations? Yes /No Explain:

Does the Participant have decreased knowledge of current events or tend to re-live events in his/her life? Yes /No Explain:

Does the Participant sometimes clothe themselves improperly? Yes *I*No Example: Putting shoes on wrong feet or adding underwear over clothing? Explain:

Does the Participant remember their own name and names of spouse and/or children? Yes / No Explain:\_\_\_\_\_

Are the Participant's sleep patterns frequent? Yes/No Explain: \_\_\_\_\_

Does the Participant suffer from frequent personality and emotional changes? Yes / No Explain:

Does the Participant suffer from delusions (See imaginary visitors, talk to him/her own reflection in the mirror, Imagine that their spouse is an imposter, etc) Yes / No Explain:

Additional information you would like to provide regarding your loved one (habits, favorite places, have they wandered before?)

#### PROJECT LIFESAVER PARTICIPANT CONTRACT



This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ by and between the SHERIFF OF BALDWIN COUNTY ("Sheriff"), whose address is 310 Hand Ave, Bay Minette, Alabama 36507 and \_\_\_\_\_\_ RESPONSIBLE PARTY ("Responsible Party") whose address is \_\_\_\_\_\_ (City/Town), \_\_\_\_\_\_ (State), \_\_\_\_\_ (Zip Code).

WHEREAS, the Sheriff protects and defends the citizens of Baldwin County, Alabama; and

WHEREAS, The Baldwin County Sheriff undertaking an experimental test program for search and rescue using electronic signaling devices as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability; and

WHEREAS, the Sheriff is under no legal or other duty to provide such a search system to persons suffering from such diminished capacity or disability or their caregivers; and

WHEREAS, the Sheriff, his deputy sheriffs, and the other employees of the Baldwin County Sheriff's Office do not act as an agent, representative, or surrogate for any other person, governmental entity, body, or other legal entity in undertaking the experimental test program, and neither obligates nor is able to obligate any other person, governmental entity, body, or other legal entity by undertaking such pilot 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 2 below as spouse, guardian, or as shown by the attached Durable Power of Attorney or order from a court of competent jurisdiction giving the Responsible Party the authority to enter into this Contract; and,

WHEREAS the Responsible Party desires to participate for the benefit of the person named in Section 2 below in the experimental pilot program being undertaken:

### PROJECT LIFESAVER PARTICIPANT CONTRACT



### WITNESSETH:

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

- 1. The recitals set forth above are incorporated by reference and made a part of this Contract.
- 2. Baldwin County Sheriff agrees to furnish to the Responsible Party named above for the use and benefit of \_\_\_\_\_\_\_ a PROJECT LIFESAVER SYSTEM consisting of a wristband, together with monitoring, response, and tracking services appropriate and necessary for the use of such equipment.
- 3. Participation fees for this program are waived.
- 4. The Responsible Party agrees to obtain and replace the transmitter battery every 30 days. The responsible party agrees to attend the scheduled monthly battery change sessions. The responsible party understands that the PROJECT LIFESAVER SYSTEM has an active life of 45 days. For the transmitter to function properly, a monthly battery change is required. Failure to replace the battery will render the PROJECT LIFESAVER SYSTEM unusable and therefore, will be removed from the participant.
- 5. It is the duty of the Responsible Party, to immediately notify the Sheriff's Office in the event the designated wearer of the PROJECT LIFESAVER SYSTEM tracking bracelet is discovered missing from the Responsible Party's care while in Baldwin County, Alabama.
- 6. If the PROJECT LIFESAVER SYSTEM is no longer needed by the designated wearer of said bracelet, The Baldwin County Sheriff's Office is to be notified immediately so that said bracelet can be removed.
- 7. It is expressly understood and agreed that the Sheriff 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 Sheriff or the Sheriff's Office makes no warranties of any kind concerning 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 HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT

### PROJECT LIFESAVER PARTICIPANT CONTRACT



NOT LIMITED TO, ANY WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

- 8. In the event of failure of the equipment described herein, The Baldwin County Sheriff will have the sole discretion to replace or repair such equipment at their option, upon being notified of the need for such service.
- 9. It is specifically agreed and understood that Baldwin County Sheriff shall retain all title and interest in said equipment, and in no way does anyone else acquire any title in said equipment.
- 10. This agreement may be terminated at the option of either party upon 24hour written notice to the other party at the address of said party outlined in this Contract or may be terminated immediately without notice to the Responsible Party by the Sheriff or Sheriff's Office if the Sheriff decides to terminate participation in the above-described pilot program.
- 11. The Responsible Party specifically acknowledges and agrees that the PROJECT LIFESAVER 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 2 above. The Responsible Party, on behalf of the bracelet wearer, accepts the use of the PROJECT LIFESAVER SYSTEM equipment and the services described above with the understanding that the PROJECT LIFESAVER SYSTEM equipment and services are intended to be merely an additional and ancillary (supplementary) tool providing an extra means of locating the wearer of the PROJECT LIFESAVER SYSTEM bracelet, if the wearer is discovered missing.
- 12. The Responsible Party hereby authorizes the Sheriff, his deputy sheriffs, other employees, agents and servants, to search, enter upon any land and open any locked property of the Responsible Party or the person identified in Section 2, if the Sheriff, his deputy sheriffs, or any of his other employees, agents, or servants, in their sole discretion deem it necessary to investigate or to locate the person identified in Section 2.
- 13.NOTICE: READ SECTION 14 VERY CAREFULLY! DO NOT SIGN THIS CONTRACT UNLESS YOU UNDERSTAND THIS SECTION! SECTION 13 WAIVES II\1PORTANT LEGAL RIGHTS AND CLAIMS! YOU ARE RECOMMENDED TO CONSULT YOUR ATTORNEY BEFORE SIGNING THIS CONTRACT! The Responsible Party, for herself/himself and the person identified in Paragraph 2 hereof and on behalf of their respective attorneys, legal representatives, heirs, successors, assigns,

### PROJECT LIFESAVER PARTICIPANT CONTRACT



executors, administrators, trustees, and personal or other representatives of any kind or nature whatsoever hereby RELEASES Baldwin County, the Sheriff, his deputy sheriffs, other employees, agents, servants, as well as their respective heirs, successors, and assigns, from any demands, causes of action, duties, responsibilities, losses, debts, claims, damages, cost expenses, attorney's fees, costs, or Completion, or liability of any kind, character and description, either direct or consequential, arising from any failure of the PROJECT LIFESAVER SYSTEM equipment or any act or omission of Sheriff, or his deputy sheriffs, other employees, agents or servants, of whatever sort, kind, or nature, regarding the performance and fulfillment of the monitoring, response, and tracking services described above, or relating to any other service provided by Sheriff to the Responsible Party, or the person identified in Paragraph 2.

The Responsible Party agrees that Baldwin County, Sheriff, his deputy sheriffs, other employees, agents, servants, and assigns 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 Baldwin County, Sheriff and his deputies, employees, agents, and servants, and their respective heirs, successors, and assigns, for any act or omission by any of them, and indemnifies Baldwin County, Sheriff, and his deputies, employees, agents, and servants, and their respective heirs, successors, and assigns, against from and against any claims, losses, suits, damages, judgments, expenses, costs and charges of every kind and nature, whether by Responsible Party, or on behalf of the person identified in Paragraph 2, or by others, even if such claim is false or fraudulent, and regardless of who the parties may be, and whether direct or indirect, including, but not limited to, any claims, losses, suits, damages, judgments, expenses, costs or charges because of:

> (a) bodily injuries (including death) to any person or persons, including, but not limited to any agents, servants and employees or other representative of Sheri and the

### PROJECT LIFESAVER PARTICIPANT CONTRACT



Responsible Party, or the person identified in Paragraph 2; and

(b) injury to or destruction of property (including the loss of use thereof) of anyone arising out of or occurring in connection with the performance of the services to be provided under this Contract and whether or not caused by or contributed to, or alleged to have been caused by or contributed to, by the active, passive, affirmative, sole or concurrent negligence or breach of any statutory duty, whether non-eligible or otherwise on the part of Sheriff or his deputies, agents, servants or employees, or liability therefore imputed as a matter of law to Baldwin County, Sheriff and/or its/his agents, servants or employees, or from the failure of or any condition in materials or parts or faulty workmanship of the PROJECT LIFESAVER SYSTEM furnished by Sheriff or his deputies, agents, servants or employees and/or their respective agents, servants or employees.

the Responsible Party, hereby RELEASES AND HOLDS HARMLESS: (1) Sheriff, (2) his deputies, agents, servants, and employees; (3) Baldwin County, Alabama; and (4) any and all 'other persons or entities associated with Sheriff in conducting this pilot program involving the use of the PROJECT LIFESAVER 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 permitted by Alabama law.

- 14. Liquidated Damages and Limitation of Liability: In any lawsuit under this contract, the maximum liability under any circumstances of Baldwin County Sheriff and any other persons or entities named in Section 13 shall be limited to the amounts of the monthly maintenance fee already paid by the Responsible Party to The Baldwin County Sheriff's Office.
- 15. The Responsible Party understands and agrees that Baldwin County Sheriff makes no warranties, guarantees, assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein, or of

### PROJECT LIFESAVER PARTICIPANT CONTRACT



any search or searches undertaken utilizing the PROJECT LIFESAVER SYSTEM or other electronic equipment used during the term of this contract or pilot program.

- 16. 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 SYSTEM bracelet.
- 17.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 2 above.
- 18. The parties agree that the terms and conditions of this Contract shall be construed by and governed by Alabama law.

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 14, the limitation of liability in Section 14, and the non-reliance provisions of Section 17, 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.

(The rest of this page is intentionally left blank.)

#### PROJECT LIFESAVER PARTICIPANT CONTRACT



Responsible Party

Witness (or Notary)

Street Address/P.O. Box

City, State, Zip Code

Telephone

ACCEPTED: The Sheriff of Baldwin County

\_\_\_\_\_

BY:\_\_\_\_\_

Responsible Party

Witness (or Notary)

ITS: \_\_\_\_\_

(Title)