

PROJECT LIFESAVER MANITOBA PARTICIPANT AND CAREGIVER AGREEMENT

Project Lifesaver Manitoba is offering the "Project Lifesaver Program". This program uses electronic signalling devices to aid in the search for, and rescue of, lost persons who suffer from a diminished mental capacity or an inability to communicate.

The Participant,	DOB:	suffers from a form of diminished
	888	

mental capacity or ability to communicate.

The Caregiver, ______Relationship_____

wishes to participate in and register the Participant for the program.

The following is an agreement between Project Lifesaver Manitoba and the Caregiver for participation in the Project Lifesaver Program:

- 1. The Caregiver represents and warrants that his/her has full power and authority as a duly authorized representative of the Participant to enter into this agreement and to act on behalf of the Participant, proof of which is attached.
- Project Lifesaver Manitoba agrees to provide the Caregiver with a Project Lifesaver bracelet/ transmitter serial number , solely for the use and benefit of the Participant during his/her participation in the Project Lifesaver Program.

Caregiver Obligations and Acknowledgements:

- 3. The Caregiver agrees to pay a one-time non-refundable set-up fee of \$ 00, by cheque payable to Project Lifesaver Manitoba, or other acceptable payment forms as determined by Project Lifesaver Manitoba.
- 4. The Caregiver agrees to pay a monthly monitoring fee of \$.00 on or before the tenth day of each month, by cheque made payable to Project Lifesaver Manitoba, or other acceptable payment forms as determined by Project Lifesaver Manitoba.
- 5. The Caregiver agrees that he/she will:
 - (a) comply with the requirements of the Project Lifesaver Program; and
 - (b) participate in, and abide by, all training and instructions received.
- 5. The Caregiver agrees to take all reasonable steps to ensure that the Participant wears the Project Lifesaver bracelet/transmitter at all times, and acknowledges that there can be no benefit to the Participant if the bracelet/transmitter is not worn.
- 6. The Caregiver undertakes to maintain the bracelet/transmitter properly by:
 - (a) ensuring that batteries are charged at all times;
 - (b) using the tester device at least once per day; and
 - (c) recording the results of the tester on a Project Lifesaver Daily Inspection Sheet
- 7. The Caregiver agrees to notify Project Lifesaver Manitoba immediately if any of the following situations occur:
 - (a) the tester device indicates that no signal is transmitting;
 - (b) the transmitter fails; or
 - (c) the Participant refuses to wear the transmitter.

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- 8 The Project Lifesaver bracelet/transmitter must be returned to Project Lifesaver Manitoba immediately if the Participant is no longer participating in the program. The set-up fee is non-refundable. If the Project Lifesaver bracelet/transmitter is lost or otherwise rendered inoperable due to improper care, the Caregiver agrees to reimburse Project Lifesaver Manitoba for the cost of damage, repair or replacement.
- 9 The Caregiver agrees to provide all relevant information concerning the Participant that may be of assistance to searchers, including a photograph and information about the Participant's health and any relevant mental or physical conditions; and the Caregiver specifically authorizes Project Lifesaver Manitoba to share any such information with any agencies, their personnel, officers, and volunteers involved in the Project Lifesaver search and rescue efforts, for the purposes of locating a missing Participant or administering the Program.
- 10 Upon discovering that the Participant is missing, the Caregiver shall immediately notify the Winnipeg Police Service or the Police Agency having jurisdiction by calling 911 and providing all information requested by the call taker.
- 11 The Caregiver specifically acknowledges that participation in the project and use of the Project Lifesaver bracelet/transmitter does not guarantee that Police will immediately initiate search and rescue efforts to find a missing Participant, nor does it guarantee that Police will find a missing Participant.
- 12 The Caregiver specifically acknowledges that the Project Lifesaver monitoring system does not replace the care, monitoring, attention, and oversight to be provided by the Caregiver to the Participant; and that the Project Lifesaver bracelet/transmitter and services are merely a supplementary means to attempt to locate a missing Participant.
- 13 The Caregiver specifically agrees and promises NOT to rely on the bracelet/transmitter or police services herein for the safety, welfare, finding, or retrieval of the Participant.

Project Lifesaver Manitoba Obligations and Acknowledgements

- 14 Project Lifesaver Manitoba does not make any warranties, guarantees, assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein, or of any search undertaken utilizing the Project Lifesaver system during the term of this contract or program.
- 15 Project Lifesaver Manitoba and its partners shall not be held responsible or liable for any failure, delay, default, interruption, stoppage, interference, or any other failure of any kind, manner, or nature regarding the performance of the equipment or services under this contract.

General:

- 16 In the event that the Caregiver fails to adhere to any term of this agreement, Project Lifesaver Manitoba reserves the right to immediately terminate this agreement without notice to either the Participant or the Caregiver.
- 17 This agreement may also be terminated at the option of either party upon thirty (30) days' written notice to the other party at the address provided below.

By signing below, I, the Caregiver, confirm that I have read and understood this agreement, that it is my desire and intention to enter into this agreement, and that I agree to the terms and conditions of this agreement. I further acknowledge receiving training on my role as a Caregiver Including completing the required form and testing the Project Lifesaver battery and bracelet.

Caregiver Signature

Project Lifesaver Manitoba Rep

Caregiver Printed

Project Lifesaver Rep Printed

Date (YYYY/MM/DD)

Date (YYYY/MM/DD)