

Participant Waiver

The Participant by his/her own accord or through his/her legal guardian hereby requests to be enrolled in the Santa Cruz County Sheriff's Office "You Are Not Alone" (YANA) Program. This is a free telephone "well being check" service for the residents of Santa Cruz County Sheriff's Office jurisdiction with limited family or community contacts, and/or assistance.

Volunteers of the Santa Cruz County Sheriff's Office will not provide any medical assistance, service or advice; travel or transportation assistance; labor; or financial assistance or advice as part of the YANA program. Any such needs remain the responsibility of the Participant, his/her legal guardian or caregiver.

In consideration for acceptance in this voluntary, no cost, public service program, you hereby acknowledge and agree to the following:

- Verify the accuracy of all information provided on this application.
- Provide updates to the information contained on this application as changes occur.
- Provide prior notification of the dates you will not be in the residence to respond to the designated telephone call by calling and speaking to the YANA program coordinator at 831-454-7686 or leave a recorded message,
- To terminate participation in the YANA program you will provide written notification and signature to:

Santa Cruz County Sheriff's Office
YANA Coordinator
5200 Soquel Ave.
Santa Cruz, CA 95062

- Due to participation in the YANA program, the County of Santa Cruz, the Santa Cruz County Sheriff's Office, its employees and volunteers may be provided by the Participant, his/her legal guardian, or emergency contacts certain health information disclosed during the course of the program. Such health information may qualify as protected health information (PHI) under the HIPAA Privacy Rule. The Participant hereby consents and permits the County of Santa Cruz, the Santa Cruz County Sheriff's Office, its employees and volunteers to use, disclose, or discuss this information with the Participant, his/her legal guardian, the above referenced emergency contacts or any emergency medical personnel as necessary to perform the services referenced herein.
- Participant and/or his/her legal guardian consent to all aspects of the YANA service including, if necessary, forced entry into participant's residence to complete a welfare check, and summoning of emergency medical assistance. The County of Santa Cruz, the Santa Cruz County Sheriff's Office, its employees and volunteers shall not be responsible for any damage to participant's residence caused by such forced entrance. Likewise, the County of Santa Cruz, the Santa Cruz County Sheriff's Office, its employees and volunteers shall not be responsible for the cost of any emergency or subsequent medical care when emergency medical assistance is summoned by the volunteer or the Santa Cruz Sheriff's Office personnel.
- The Santa Cruz County Sheriff's Office may, in its sole discretion, with or without cause terminate the Y.A.N.A program or your participation in the program.
- Technical problems, scheduling problems, human error, or other problems may result in a failure of the service at any time.
- Situations learned by any volunteer or Santa Cruz County Sheriff's Office personnel in connection with the Participant that alludes to possible criminal conduct, abuse or neglect will be reported immediately to the Santa Cruz County Sheriff's Office proper personnel.
- Participation in the YANA Program does not establish a special relationship between the YANA participant and the Santa Cruz County Sheriff's Office. A duty to call you on the phone, respond to your home, or summon emergency aid if you fail to answer is not established. Santa Cruz County Sheriff's Office and its

volunteers will not be liable to you or any person claiming through you, for any act or omission which proximately causes injury or property damage to you or others as a result of your home not being called, or for failure to respond to your home if you do not answer a call.

- The County of Santa Cruz, the Santa Cruz County Sheriff's Office, its employees and volunteers do not represent, warrant or guarantee that the YANA program will protect or preserve the health or welfare of the Participant.

I, the undersigned, hereby acknowledge and agree to hold harmless, indemnify and defend the County of Santa Cruz, Santa Cruz County Sheriff's Office, their officers, volunteers, elected officials, agents, boards, departments, and employees from and against any and all actions or causes of action occurring or arising as a result of the purpose described herein or any activities incidental thereto wherever or however the same may occur, including but not limited to claims of other parties claiming financial interest in the Participants residence or estate, and I do release, waive, discharge and relinquish any action or cause of action, which may hereafter arise.

Signature of Participant/Legal Guardian Date:

Witness Date: