

# ARE YOU O.K.? PROGRAM - SUBSCRIBER AGREEMENT

This agreement is made and entered into between the Cherokee Sheriff's Office and the subscriber who signs below on the date recited.

The Cherokee Sheriff's Office agrees to provide to the subscriber at no cost the "Are You O.K.? Program" a contact service subject to the following terms and conditions:

1. Subscriber agrees to provide all information on the "Are You O.K.?" agreement information form which is attached hereto and made a part hereof by reference.
2. Subscriber hereby authorizes the Cherokee Sheriff's Office to disclose to emergency personnel (law enforcement, fire personnel, or healthcare), or to emergency contacts medical history provided to the "Are You O.K.?" program to facilitate assistance. Subscriber may revoke this authority at any time by notifying the "Are You O.K.?" program in writing.
3. Subscriber understands that the "Are You O.K." program is not conducted by healthcare professionals, and further understands that neither the program nor the individuals conducting the program will be responsible for providing healthcare services, advice, or medical assessments. Subscriber further understands that the "Are You O.K.?" program should not be relied on for regular and consistent monitoring of a serious health condition.
4. Subscriber agrees to notify the Cherokee Sheriff's Office, in advance, except in the case of extreme emergencies, of any and all times when the subscriber will not be home to receive the "Are You O.K.?" calls, a change in address and/or telephone number or change in name/address/telephone number of emergency contacts.
  - (a) Any subscriber who fails to so notify the Cherokee Sheriff's Office of such absences and/or changes will be placed on a *probationary status* on the system and if there are any such further occurrences, the service may be terminated to that subscriber. Subscriber is to call Cherokee Sheriff's Office Headquarters at 678-493-4233 to complete an *Are You O.K.? Subscriber Change Form* prior to being away from home during the calling time.
5. Subscriber fully understands and acknowledges that employees and agents of the Cherokee Sheriff's Office may be required to make forcible entry to the subscriber's residence if subscriber fails to respond to an "Are You O.K.?" call, if other reasonable measures to determine subscriber's status have been exhausted or are unavailable.
6. Subscriber fully understands and acknowledges that the Cherokee Sheriff's Office assumes no liability, either express or implied, for any system failure or malfunction, such as, power outage or computer error.
7. Subscriber further agrees, on behalf of subscriber and subscriber's heirs, administrators, and assigns to indemnify and hold the Cherokee Sheriff's Office and their employees, free and harmless from any obligations, costs, claims, judgements, and attorney's fees arising from any and all acts or omissions including negligence, arising from the provision of services related to the "Are You O.K.?" program.
8. Subscriber further understands and acknowledges the Cherokee Sheriff's Office is under no obligation to continue the "Are You O.K.?" Contact Services for any length of time but will make reasonable efforts to notify the subscriber if at any time the service is discontinued.
9. Subscriber acknowledges by signing below that subscriber is fully aware of all terms and conditions of this agreement and acknowledges receipt of a copy of same.

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Subscriber

Date

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Cherokee Sheriff's Office  
Program Coordinator

Date Approved