

# GPS Electronic Monitored Private Rental & Associated Services

“Participant Agreement”



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Canadian Council for  
Aboriginal Business 



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ST-PA-08012023



# Agreement for Electronic Monitoring and Associated Services

Between SafeTracks GPS Canada Inc.

And

“Participant” - Referencing Contract # \_\_\_\_\_

SafeTracks GPS Canada Inc.  
P.O. Box 860 STN Postal Box CTR, Red Deer, Alberta T4N 5H3  
Contact Phone # 1 (877) 761-4477

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Participant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Surety: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**ACKNOWLEDGMENT BY PARTICIPANT AND ALL PARTIES ASSUMING JOINT RESPONSIBILITY**  
By signing below, each of us acknowledges having read the Participant Electronic Monitored Rules & Protocols and accepts joint and several responsibilities for all compliancy, and accountability to this document. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

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## Terms

This Agreement (hereinafter "Agreement"), is made and entered into as of the Effective Date set forth on the signature page by and between SafeTracks GPS Canada Inc. an Alberta corporation

also known as "SafeTracks" and \_\_\_\_\_.

The Services shall commence no later than \_\_\_\_\_

Whereas:

- SafeTracks desires to provide to Participant, and Participant desires to acquire from SafeTracks certain Equipment and Accessories (hereinafter "The Equipment") and obtain Monitoring Services associated with The Equipment (hereinafter "Monitoring Services") and/or obtain certain other associated services as listed and described in the "EQUIPMENT AND SERVICES" section in attached exhibits (collectively hereinafter "Equipment, Monitoring and Other Services") per the rates and pricing also provided in attached exhibits(s) or addendum(s).
  - Participant and SafeTracks have agreed to the terms of this Agreement.
  - In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
1. **TERM:** The term of this Agreement is Month to Month Lease/Rental unless describe and agreed to by signature commencing on the date first set forth below (hereafter the "Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) Month terms. **SAFETRACKS MAY CANCEL THIS CONTRACT WITHOUT NOTICE AND OR PENALTY. WHICH WILL RESULT IN YOUR ARREST.**
  2. In order to activate, deactivated or place on standby The Equipment, The Services or The Equipment and Services, of the then current Term, SafeTracks must provide notice to the Participant of such intent to terminate the Agreement at the conclusion of the then current Term; provided, however, that notwithstanding the foregoing, continued possession of the Equipment past the end of any Term by Participant shall obligate Participant to payment of additional monthly payments as set forth in the attached exhibits(s) (as the same may be amended from one Term to the other), until such time as the Equipment is returned to SafeTracks. Any addendum(s) incorporated after the first date set forth above, shall be subject to the same renewal or termination terms and timings as stated above. SafeTracks may terminate this Agreement at any time following Participant's default hereunder and obtain The Equipment from Participant as delineated in Section 6 of this Agreement.
  3. **PAYMENTS:** During the term of this Agreement, Participant agrees to pay to SafeTracks for applicable Equipment, Monitoring and Other Services, the rates set forth in attached exhibits(s). Payments will commence as delineated on the attached exhibits(s). No payment required hereunder shall be prorated except at SafeTracks' discretion. Participant is responsible for any and all loss or damage to, or theft of, The Equipment. Damage for the purposes of this Section includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits

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any part of the Equipment's ability to function properly or at all. If the Equipment is damaged, lost or stolen while in Participant's possession, Participant agrees to pay S SafeTracks the full cost to repair or replace such Equipment based on the rates set forth in attached schedules. The determination whether the Equipment must be repaired or replaced shall be made by SafeTracks in SafeTracks' sole discretion. Payments shall not be refundable to Participant under any circumstances, including, without limitation, any termination of this Agreement, except at SafeTracks' sole discretion. **SAFETRACKS MAY CANCEL THIS CONTRACT WITHOUT NOTICE AND OR PENALTY. WHICH WILL RESULT IN YOUR ARREST.**

4. Participant also agrees to pay when due, taxes, if any, relating to this Agreement. Participant also agrees that SafeTracks has the right to estimate the sales taxes if any that shall be due for the Equipment and that SafeTracks shall have the right to periodically assess the same against Participant, who shall pay them on demand. Participant shall be sent written notice at least fourteen (14) days in advance of any charges that are authorized by this Agreement but not specifically enumerated herein. Participant agrees that Participant's obligation to pay is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Participant agrees to pay SafeTracks no later than thirty (30) days following the date that the original payment was due. All invoices are to be considered due on receipt. **Any late or declined payments are subject to a \$35.00 charge.**
  
5. **NO WARRANTIES; PARTICIPANT'S AUTHORITY; INDEMNITY BY PARTICIPANT: SAFETRACKS IS LEASING THE EQUIPMENT TO PARTICIPANT "AS IS"**. So long as Participant is not in default under any terms of this Agreement, SafeTracks agrees to transfer to Participant, as necessary and to the extent permitted by law or applicable contracts, any warranties made to SafeTracks by a manufacturer or vendor of The Equipment to the extent permitted by law or applicable contracts. Participant agrees that, regardless of cause, Participant shall not assert any claim whatsoever against SafeTracks for any and all direct, special, or indirect damages, without limitation, which may result from the use of Equipment, Monitoring and other Services or any obligation of SafeTracks under this Agreement. Participant understands that SafeTracks and the manufacturer(s) of The Equipment are separate, independent companies, and that neither a manufacturer nor any vendor of The Equipment is SafeTracks' agent, partner, or joint venture. Participant agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the Equipment is binding on SafeTracks, and no breach by a manufacturer or any such vendor shall excuse Participant's obligations hereunder.
  - 5.1. Notwithstanding anything to the contrary in this Agreement, **SAFETRACKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES. SAFETRACKS IS NOT RESPONSIBLE FOR ANY INJURIES, DAMAGES, OR LOSSES TO PARTICIPANT OR TO ANY OTHER PERSON OR PROPERTY, REGARDLESS OF OWNER, CAUSED BY MISUSE, IMPROPER ACTIVATION, OR IMPROPER MAINTENANCE OF THE EQUIPMENT, AND SOFTWARE. THIS INCLUDES THE FAILURE TO CONNECT TO, OR THE INABILITY TO ACCESS THE USER INTERFACE TO THE SOFTWARE AND OR MONITORING SERVICES, THE FAILURE TO FOLLOW ANY INSTRUCTIONS OR ABIDE BY ANY POLICES RELATED THERTO OR TO THE MONITORING SERVICES, OR OTHER SERVICES, OR THE FAILURE OF THE SAME TO OPERATE AS**

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**ANTICIPATED, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY DEFECTS IN THE MANUFACTURING OR PROGRAMMING OF THE SAME OR ANY FAILURE OF THE EQUIPMENT, MONITORING SERVICES AND OTHER SERVICES, OR THE FAILURE OF THE USER INTERFACE TO THE MONITORING SERVICES TO OPERATE FOR ANY REASON, OTHER THAN ANY SUCH INJURIES, DAMAGES OR LOSSES CAUSED BY GROSS NEGLIGENCE OF SAFETRACKS.**

Participant's sole remedy against SafeTracks for any failure whatsoever relating in any way to the use of Equipment, Monitoring and Other Services shall be limited to replacement of the Equipment if applicable; provided, that any such failure of Equipment, Monitoring and Other Services was not caused by any act or omission on the part of Participant. Notwithstanding anything to the contrary in this Agreement, SafeTracks shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond SafeTracks' reasonable control or resulting from a force majeure, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, pandemic, embargo, power outages, downed cell sites, internet connection problems or similar causes.

5.2. Participant acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, Participant from committing any harmful, tortious, or illegal acts.

Participant further acknowledges that it may be possible to remove the Equipment by unauthorized means, and that SafeTracks expressly disclaims any liability for any harmful, tortious, or illegal acts committed by Participant while using the Equipment, as well as any liability for any acts committed by Participant who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the Province under which the terms of this are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Participant acknowledges and agrees that use of The Equipment and Monitoring Services shall be reserved for those Participants, who are considered to be flight risks and risks for commission of crimes or torts against person or property. Participant agrees to indemnify, defend, and hold SafeTracks harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, including those listed above, by Participant or any other third party against SafeTracks. The provisions of this Section shall continue to be in force even after the expiration of the Term.

6. **DEFAULT AND REMEDIES:** If Participant fails to make payments when due, if Participant breaches any provision of this Agreement, or if Participant becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, a bankruptcy proceeding, Participant shall be in default. In the event of default, SafeTracks can require, with minimum forty-eight (48) hours prior notice to Participant, that Participant return The Equipment to SafeTracks, and that Participant immediately pay to SafeTracks the remaining balance of any amounts due under this Agreement. SafeTracks can use any of the remedies available to SafeTracks under the Personal Property Security Act or any other law. If SafeTracks is required to track Participant to make demand on such, repossess the Equipment after the notice period has expired, Participant agrees to pay to SafeTracks, immediately upon demand, the cost of repossession, storing, shipping, repairing of the Equipment. **SAFETRACKS MAY CANCEL THIS CONTRACT WITHOUT NOTICE AND OR PENALTY. WHICH WILL RESULT IN YOUR ARREST.**

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7. **DEFAULT INDEPENDENT OF CRIMINAL PROCESS:** The parties hereto acknowledge that the tracking and monitoring of the Participant, which is facilitated by this Agreement, may be undertaken in conjunction with criminal process against such Participant, or that such Participant has voluntarily undertaken to use The Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration. SafeTracks agrees that in effecting redelivery or repossession of The Equipment from any Participant, it shall coordinate with Participant and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary, impractical, or detrimental to SafeTracks' interest.
8. **MISCELLANEOUS PROVISIONS:**
  - 8.1. **Construction:** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against SafeTracks or Participant, as if each of SafeTracks and Participant had prepared it.
  - 8.2. **No Waiver:** Participant acknowledges and agrees that any delay or failure by SafeTracks to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.
  - 8.3. **Attorney Fees:** In the event of a dispute regarding this Agreement, only SafeTracks is entitled to claim from the other party the reimbursement of its reasonable attorney fees, court costs, and other reasonable outlays, as determined by the court. The Participant will be responsible for all costs on their behalf, until the end of the event.
  - 8.4. **Jurisdiction and Venue:** This Agreement shall be governed, interpreted, and construed under the laws of the Province of Alberta, including, without limitation, all procedural laws and the applicable statute of limitations. Any default of this Agreement shall be deemed to have occurred in the Province of Alberta, in the city of Red Deer. Each of SafeTracks and Participant agrees that any and all disputes arising out of or relating to this Agreement shall be SafeTracks in the venue of the Court of Queen's Bench in the city of Red Deer, in the Province of Alberta, and in no other venue or forum.
  - 8.5. **Pronouns:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to whom reference is made may require.
  - 8.6. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.
  - 8.7. **Headings:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
  - 8.8. **Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered to the email address as set forth below for the respective parties. Alternatively,

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notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice by email services &/or Canada Postal Services with the address listed on page 1.

8.9. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying, or contradicting the terms of this Agreement. The parties may not amend, modify, or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. Participant also understands that only an officer of SafeTracks is authorized to make such amendments, modifications, or cancelations. The entire agreement includes other conditions that are assembled for signature, including; Electronic Monitoring Rules & Protocols, Consent and Release of Personal Information.

8.10. **Acknowledgment:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

**AUTHORITY OF SIGNER:** By signing below, the signer of this instrument on behalf of Participant certifies that he/she has all proper authority to bind Participant hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

**IN WITNESS WHEREOF,** each of the parties has executed this Agreement to be effective as of the date the final signature is added below.

**ACKNOWLEDGMENT BY PARTICIPANT AND ALL PARTIES ASSUMING JOINT RESPONSIBILITY**  
By signing below, each of us acknowledges having read the Participant Electronic Monitored Rules & Protocols and accepts joint and several responsibilities for all compliancy, and accountability to this document. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

Participant: \_\_\_\_\_ Date: \_\_\_\_\_

SafeTracks: \_\_\_\_\_ Date: \_\_\_\_\_

Surety: \_\_\_\_\_ Date: \_\_\_\_\_

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## Electronic Monitoring Equipment and Services

This agreement is for a maximum quantity of \_\_\_\_\_ tracking device(s) which will be billed at the following monitoring service level, as activated by Participant via normal offender activation processes for each offender. This agreement is for a minimum of one (1) month of services.

**Monitoring Service Level:** \$ \_\_\_\_\_/Month

The initial quantity of GPS tracking devices to be delivered pursuant to this contract is

**Serial Number:** \_\_\_\_\_ **Serial Number:** \_\_\_\_\_

**Secure Strap:** \_\_\_\_\_ **Reg Strap:** \_\_\_\_\_

**Beacon:** \_\_\_\_\_ **Beacon:** \_\_\_\_\_ **Beacon:** \_\_\_\_\_

**Rate Guarantee:** The rates set forth above are guaranteed for the initial Term, but is subject to change for any renewal Term, if SafeTracks provides notice of any such proposed change in rate to Participant at least thirty (30) days prior to the expiration of the Term. Such increased rate shall become effective as of the renewal Term unless Participant provides notice of its intent to terminate the Agreement as provided in Section 1 - TERM of this Agreement.

**Installer:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Location:** \_\_\_\_\_

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

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## SafeTracks' Obligations

1. **MONITORING SERVICE:** SafeTracks agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Participants through the central host computer system co-operated by SafeTracks, and a third party; such host computer which communicates with the Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by Participant to SafeTracks, as described in Section 3 below; such communication from the Equipment to the host computer shall be at 1 minute intervals.
2. **ALERT CONDITIONS:** For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by Law Enforcement, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and equipment status alerts that the monitoring system is able to identify based on the Equipment, and about which SafeTracks agrees to notify Law Enforcement based on protocols available and specified by Law Enforcement in writing and delivered to SafeTracks on or before the commencement of the monitoring of any specific Client.
3. **SAFETRACKS SUPPORT:** SafeTracks shall provide Participant service to Law Enforcement as reasonably necessary to provide assistance to and to update Law Enforcement on any changes or updates to the Equipment, Monitoring Services, and overall operation of the monitoring system with respect to the Equipment and accessories which may affect Participant's reasonable use thereof. The SafeTracks will supply representatives to attend court to testify, complete affidavits or other disclosure requests required by the Crown Prosecutors Office for criminal proceedings that are supported by the electronic monitoring data supplied to the Law Enforcement. Related charges will apply. Related charges, when applicable, will include; a) an hourly rate, per person, per occasion; b) any travel incurred, which includes time and expenses per occasion; c) any miscellaneous expenses incurred per occasion. Hourly rates may vary during the term of this Agreement.



## Participant Obligations

1. **PAYMENT:** During the Term, Participant agrees to pay monthly to SafeTracks, for Equipment, Monitoring and Other Services indicated and at the rates set forth above UPON RECEIPT OF INVOICE. All invoices are considered to be due on receipt. Participant agrees to pay SafeTracks no later than the fifth (5th) business day after receipt of the monthly invoice. **SAFETRACKS MAY CANCEL THIS CONTRACT WITHOUT NOTICE AND OR PENALTY. WHICH WILL RESULT IN YOUR ARREST. PARTICIPANT AGREES BY SIGNATURE TO ABIDE BY THE RULES AND PROTOCOLS CONTAINED WITHIN THIS AGREEMENT.**
2. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

## Keeping the Battery Charged is Critically Important

You must charge your bracelet to a full charge.

- At least once in every 24-hour period;
- AND**
- Within 60 minutes of vibration signal from the bracelet
  - Immediately on audible tone signal from bracelet
  - At any other times as instructed by SafeTracks.

When you leave your residence, you must charge the bracelet to a full charge before leaving.

If you are going to be away from your residence for more than 24 hours, you must take the charger and its power supply with you.

### **FAILURE TO FOLLOW THESE INSTRUCTIONS WILL HAVE SERIOUS CONSEQUENCES, INCLUDING:**

- **SERVICE CHARGES:** If you fail to follow the required charging routine and the system generates a low battery alert as a result, you will be charged a \$50 service charge. If after a low battery alert, you do not charge within 60 minutes and the system generates a critical battery alert, you will be charged an additional \$100 service charge.

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- **TERMINATION:** Failure to follow these instructions and keep the battery charged will result in termination of your participation in the program.
- **REPORT TO POLICE:** If at any time the battery is low and we cannot reach you or you do not follow instructions to charge immediately, we will make a report to police.
- **SAFETRACKS MAY CANCEL THIS CONTRACT WITHOUT NOTICE AND OR PENALTY. WHICH WILL RESULT IN YOUR ARREST. PARTICIPANT AGREES BY SIGNATURE TO ABIDE BY THE RULES AND PROTOCOLS CONTAINED WITHIN THIS AGREEMENT.**

**ACKNOWLEDGMENT BY PARTICIPANT AND ALL PARTIES ASSUMING JOINT RESPONSIBILITY**  
By signing below, each of us acknowledges having read the Participant Electronic Monitored Rules & Protocols and accepts joint and several responsibilities for all compliancy, and accountability to this document. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

Participant: \_\_\_\_\_ Date: \_\_\_\_\_

SafeTracks: \_\_\_\_\_ Date: \_\_\_\_\_

Surety: \_\_\_\_\_ Date: \_\_\_\_\_



## Price Schedule

Schedule of Related Charges for 2023 – Mandatory Pre-Paid Fees	
Required Deposit*	\$600.00
Installation Fee*	\$250.00 + Mileage
Monthly Service Fee*	\$500.00 - \$750.00
KM Charge/per Km*	\$0.75
Schedule of Related Charges for 2023 – Optional Fees	
Procurement Discussion	\$250.00
AB Removal Fee	\$250.00 + Mileage
SafeTracks - Insight Service	\$75.00/Month
Prime Mobile R4	\$79.95/Month
Court Appearance	\$750.00 + Related Exp
Court Call via WebEx	\$350.00 (1 <sup>st</sup> Hour) Then \$100.00/Hr thereafter
Personalized Affidavit	\$350.00
Beacon	\$30.00/per Month
Emergency Suspension Request (-24 Hrs)	\$100.00/per
Critical Battery Alerts	\$50.00/per

- If a device is lost or irreparably damaged, the following replacement charges will apply:
  - ReliAlert - \$1,800.00
  - OM500 - \$1,800.00
- Replacement costs for the following:
  - Charging Cord - \$90.00
  - Regular Straps - \$100.00
  - Secure Straps - \$200.00
  - Beacon - \$175.00

**\*\*\*Please note, that if the Participant Breaches any of the Conditions, and or is Arrested for other reasons, related, or not related to this contract, you will forfeit the entire deposit\*\*\***

Due to the nature of the product and service we cannot offer credit terms or payment by check. Our payment schedules are strictly enforced and are not negotiable.

*All payments must be made within 48 hours of invoice submission and must be made by active credit card, details of which you agree we may hold on file. Should payment be declined we reserve the right to remove the ankle bracelet – this will normally result in the Participant being returned to incarceration.*

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**ACKNOWLEDGMENT BY PARTICIPANT AND ALL PARTIES ASSUMING JOINT RESPONSIBILITY**  
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Participant: \_\_\_\_\_ Date: \_\_\_\_\_

SafeTracks: \_\_\_\_\_ Date: \_\_\_\_\_

Surety: \_\_\_\_\_ Date: \_\_\_\_\_

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## Consent and Release of Personal Information

This Release (“Release”) is made in conjunction with an Agreement for Monitoring (“Agreement”) and entered into as of the Effective Date set forth on the signature page by and between SafeTracks GPS Canada Inc., an Alberta corporation (hereinafter “Provider”) and (“Participant”).

### 1. Definitions

- (a) FOIP means the Freedom of Information and Protection of Privacy Act, SA 2000, c F-25.
- (b) PIPA means the Personal Information Protection Act, SA 2003, c P-6.5.
- (c) PIPEDA means the Personal Information Protection and Electronic Documents Act, SC 2000, c 5.
- (d) PA means the Privacy Act, RSC 1985, c P-21
- (e) Acts refers collectively to the rights and obligations under FOIP, PIPA, PIPEDA, and PA.
- (f) Law Enforcement as used in this Release, and as otherwise defined in s.1(h) of FOIP and means (i) policing, including criminal intelligence operations, (ii) a police, security or administrative investigation, including the complaint giving rise to the investigation that leads or could lead to a penalty or sanction including a penalty or sanction imposed by the body conducting the investigation or by another body to which the results of the investigation are referred, or (iii) proceedings that lead or could lead to a penalty or sanction, including a penalty or sanction imposed by the body conducting the proceedings or by another body to which the results of the proceedings are referred.
- (g) Law Enforcement Agencies includes, but is not limited to, Alberta Justice, or other Provincial Justice, Department of Justice - Canada, the RCMP, provincial, municipal and First Nations’ Police Services, Canadian Border Services Agency (CBSA), and Canada Revenue Agency (CRA), Probation, Court, and Crown Prosecutor.
- (h) Personal Information is any audio, visual, or written recorded information about the Participant including, but not limited to, times, dates, and whereabouts of the Participant, information provided for on the GPS Electronic Monitoring Service Intake Form, any definitions included in s.1(n) of FOIP, and any and all other information which may be recorded, collected, or stored by the Provider in connection with Global Positioning System (“GPS”) monitoring under the Agreement.

### 2. Data Collection

The Provider collects, stores, and uses information gathered pursuant to GPS Monitoring referred to in the Agreement.

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### 3. Collection and Disclosure of Information under Acts

#### 3.1. *Acknowledgements of Privacy Acts*

The Participant hereby irrevocably acknowledges his or her rights under PIPA and PIPEDA for the collection, use, and disclosure of Personal Information by private organizations. The Participant hereby irrevocably acknowledges his or her rights under FOIP and PA for the collection, use, and disclosure of Personal Information by public bodies, including Law Enforcement agencies.

#### 3.2. *Consent to Collection of Personal Information*

The Participant hereby irrevocably and explicitly permits, agrees, and consents for the Provider to collect, store, and use Personal Information under the Acts.

#### 3.3. *Consent to Disclosure of Personal Information to Law Enforcement Agencies*

The Participant irrevocably acknowledges that the Personal Information collected, used, and stored by the Provider may be disclosed by the Provider to a Law Enforcement Agency under the Acts. The Participant hereby irrevocably and explicitly permits, agrees, and consents for the Provider to disclose any Personal Information collected under the Agreement to any Law Enforcement Agency for the express purposes indicated under s.1(h) of FOIP.

#### 3.4. *Consent to Disclosure of Personal Information between Law Enforcement Agencies*

The Participant hereby permits, agrees, and consents to any Law Enforcement Agency to collect, use, store, and disclose any Personal Information to other Law Enforcement Agencies for the express purposes indicated under s.1(h) of FOIP.

#### 3.5. *Consent to Disclosure of Personal Information for Purpose of Electronic Monitoring*

In addition to the foregoing, the Participant hereby irrevocably and explicitly permits, agrees, and consents for the Provider to disclose Personal Information to Track Group and Northern Communications Services Inc, Commissionaires, (collectively, "Monitoring Partners") for the sole purpose of allowing Monitoring Partners to provide electronic monitoring services to the Provider provided that Monitoring Partners agrees in writing to hold that information confidential and not to release that information to any party whatsoever except in accordance with the terms of an Order made by a Court of competent jurisdiction, or by SafeTracks.

#### 3.6. *Acknowledgement to Disclosure of Personal Information with respect to Court Order*

Further, the Participant acknowledges that the Provider may disclose Personal Information pursuant to an Order made by a Court of competent jurisdiction.

### 4. Use of Collected Information

Notwithstanding the consents and acknowledgements provided above by the Participant, when a specific request by a Law Enforcement Agency is made, the Provider will ensure the following information is recorded:

- the name of the individual whose information is requested; the exact nature of the information desired;
- the authority for the investigation;



- the purpose for which the requesting Law Enforcement Agency will use the information; and,
- the name, title and address of the person authorized to make the request.

**5. Indemnity**

The Participant agrees to indemnify, defend, and hold the Provider harmless from and against any and all claims for losses, damages, or injuries, including but not limited to, any and all information collected, stored, used, or disclosed under the terms of this Release, which may be asserted on any basis, by the Participant or any other third party against the Provider.

**IN WITNESS WHEREOF**, each of the parties has executed this Agreement to be effective as of the date the final signature is added below.

**ACKNOWLEDGMENT BY PARTICIPANT AND ALL PARTIES ASSUMING JOINT RESPONSIBILITY**  
By signing below, each of us acknowledges having read the Participant Electronic Monitored Rules & Protocols and accepts joint and several responsibilities for all compliance, and accountability to this document. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

Participant: \_\_\_\_\_ Date: \_\_\_\_\_

SafeTracks: \_\_\_\_\_ Date: \_\_\_\_\_

Surety: \_\_\_\_\_ Date: \_\_\_\_\_



## Electronic Monitoring Rules & Protocols

**THE FOLLOWING MANDATORY RULES & CONDITION APPLY WHILE BEING MONITORED BY SAFETRACKS. THE PARTICIPANT AND OTHERS INVOLVED ARE DEEMED TO HAVE ACCEPTED FULLY AND UNRESERVEDLY WILL ABIDE BY ALL SAFETRACKS ELECTRONIC MONITORING RULES AND PROTOCOLS INCLUDING ANY VERBAL INSTRUCTIONS.**

### COMPLIANCE AND OBLIGATIONS

1. The Participant agrees to follow the conditions of the Court Release Order including with respect to Electronic Monitoring and adhere to all protocols set forth by the Court and SafeTracks.
2. The Participant agrees that they will follow all instructions, by the staff of SafeTracks, and or the local Police Authority, and to maintain the Electronic Monitored equipment and that they understand what is required of them and are capable of complying.
3. The Participant declares that they have never previously been the subject of a release order which included Electronic Monitoring where they purposely "CUT" the Device Off, which breached the conditions of release.
4. The Participant understands and acknowledges that in the event of any Breach or Damage to the equipment, immediate notification will be made by SafeTracks and/or its agents to the local law enforcement authority, probation, courts to be addressed accordingly, which may result in apprehension, and re-incarcerated.
5. The Participant agrees that a deposit is placed with SafeTracks. This deposit will be fully refundable to the Participant upon expiration of the court order except in the event of:
  - a. Damage to the SafeTracks Electronic Monitoring equipment. Appropriate changes will be invoiced and deducted from deposit before refund is issued.
  - b. Breach of Release Court Order. If the Participant is apprehended, and re-incarcerated, the entire deposit, and any other monies held in account will be forfeited to SafeTracks.
  - c. Cleaning and Testing of the Electronic Monitored equipment. Pricing as per contract pricing.
6. Participant will wear the SafeTracks' Ankle Bracelet, and will not attempt to remove, tamper with, or otherwise interfere with the operation of the Ankle Bracelet, or any related equipment.
7. Participant will allow SafeTracks to take my photograph at the time of installation and at any other time it may require and will provide SafeTracks with a copy of my driver's license, passport, or other identification on request.

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8. Participant will authorize SafeTracks to record any or all phone calls or other communications between me and SafeTracks, or their agents, or law enforcement, and government agency.
9. Participant will promptly answer their telephone and regularly check and immediately reply to telephone messages, text messages, email messages or other communications relayed to me from SafeTracks, and or their agents.
10. Participant MUST send any new or updated emails or phone numbers to SafeTracks by email, at [privaterental@SafeTracksgps.ca](mailto:privaterental@SafeTracksgps.ca)
11. Participant will attend when and where directed by SafeTracks for any purpose associated with the monitoring, and or the court order.
12. If a Beacon is being used in conjunction with your GPS Ankle Bracelet, any Interference with the Operation of the Beacon will result in your Arrest.
13. Participant will promptly answer the door and allow SafeTracks representatives, and or their agents, and or Police to enter the home with or without an appointment for the purpose of inspecting or maintaining the monitoring equipment and, if desired by SafeTracks for the safety of its staff, with police accompaniment.
14. The Participant will Charge the Electronic Monitored equipment 2-hours continuously each and every day. A Vibration will be felt when the Battery is getting Low. If a Battery Critical and Battery Critical Escalated Alert is received the applicable fee of \$50.00 will be charged to the CC on file. When a Critical Battery Alert is received the SafeTracks Monitoring Centre will call the Participants Ankle Bracelet or Cell Phone and demands them to charge immediately or the Police will be dispatched. If this protocol is not followed, then the Police of Jurisdiction will be called to intervene, which could result in apprehension and possibly re-incarceration. Pricing as per contract pricing.  
**DO NOT CHARGE WHILE SLEEPING.**
15. Participant will not Swim, Bath or go into a Hot Tub with the Electronic Monitored Ankle Bracelet.  
**SHOWERS ONLY!**
16. No adding Tape, Stickers, or Painting the Ankle Bracelet.
17. If and when you hear 3 sets of 3 Siren Chirps, this is a signal to contact SafeTracks immediately. Please contact the number that has been provided to you. **(1-877-761-4477 Extension 2)**
18. Participant will respond when a phone call is activated to your SafeTracks Ankle Bracelet. Full cooperation is required.
19. Participant will make sure that their account is paid and is current. Failure to do so, will result in automatic termination by SafeTracks, and you'll be apprehended and dealt with accordingly by the court.

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20. Participant will provide any requests to SafeTracks, 24 hours in advance, during the hours of **8:00 A.M. MST to 5:00 P.M. MST, Monday to Friday**. Requests include but are not limited to:

- a. approved outings (personal or work);
- b. approved residence changes;
- c. approved curfew extensions;
- d. any requests or services needed outside these hours will only be processed in emergency situations, with a service fee being charged to the CC on file;
- e. All requests are to be emailed to [privaterental@SafeTracksgps.ca](mailto:privaterental@SafeTracksgps.ca)

**ACKNOWLEDGMENT BY PARTICIPANT AND ALL PARTIES ASSUMING JOINT RESPONSIBILITY**  
By signing below, each of us acknowledges having read the Participant Electronic Monitored Rules & Protocols and accepts joint and several responsibilities for all compliancy, and accountability to this document. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

Participant: \_\_\_\_\_ Date: \_\_\_\_\_

SafeTracks: \_\_\_\_\_ Date: \_\_\_\_\_

Surety: \_\_\_\_\_ Date: \_\_\_\_\_



## Liability Waiver and Indemnity Schedule

1. I understand that SafeTracks and the other companies involved in providing the monitoring service cannot prevent me from breaching my release conditions or causing harm while breaching those conditions.
2. I understand that wearing the Ankle Bracelet may increase the risk that I could suffer accidental injury, including but not limited to tripping, falling, or other injuries suffered if the Ankle Bracelet is caught in machinery or other objects that could cause injury, or that injuries I may suffer in an accident, fire, or otherwise may be increased because I am wearing the Ankle Bracelet.
3. I understand that the Ankle Bracelet frequently sends and/or receives wireless transmissions including but not limited to cellular data transmissions and/or radio-frequency transmissions and that some researchers express concern that repeated exposure to such signals may have serious adverse health effects. I accept that it is my ongoing responsibility to educate myself and reach my own conclusions about any potential harmful health effects of wearing the Ankle Bracelet and, if at any time I am concerned about such risks, to either not proceed with the installation of the Ankle Bracelet or to terminate my participation in the monitoring program and to have SafeTracks remove the Ankle Bracelet.
4. I understand that SafeTracks reports to police are based on data generated by monitoring device(s) provided by third party providers.
5. By signing this agreement, by allowing the installation of the Ankle Bracelet, and by my ongoing participation in the monitoring program, I confirm that, in order to obtain the benefits of participating in the monitoring program, I accept all such risks and agree that I am 100% responsible for complying with my release conditions and for ensuring my own health and safety.
6. I therefore permanently and irrevocably waive all rights to make any claim against SafeTracks, any company involved in providing the monitoring service, or any of their respective employees, agents, officers or directors, and I agree to fully indemnify and hold all of them harmless from any claims made against them by any third party, in connection with any harm or loss that I may suffer or that is caused or alleged to have been caused as a direct or indirect result of my wearing the Ankle Bracelet, my failing to comply with my release conditions, and/or my being arrested as a result of an SafeTracks report to police, including all costs incurred by them to respond to and/or defend such claims.

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By signing below, each of us acknowledges having read the Participant Electronic Monitored Rules & Protocols and accepts joint and several responsibilities for all compliancy, and accountability to this document. **IF THE PARTICIPANT FAILS TO MAKE ANY PAYMENT OR CAUSES DAMAGES TO THE EQUIPMENT, THE SURETY ASSUMES RESPONSIBILITY FOR RENUMERATION TO SAFETRACKS. ADDITIONALLY, THE PARTICIPANT SHALL IMMEDIATELY SURRENDER THEMSELVES TO THE NEAREST POLICE STATION UNTIL THE ACCOUNT IS MADE CURRENT.**

Participant: \_\_\_\_\_ Date: \_\_\_\_\_

SafeTracks: \_\_\_\_\_ Date: \_\_\_\_\_

Surety: \_\_\_\_\_ Date: \_\_\_\_\_

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*Confidential and Proprietary Information may be contained herein. Not to be released without written permission.*



Initials