

## Unmarried Single But Not Alone



### COMMITMENT TO YOU, WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT (Rev. 10/01/2020, Subject to Change, Page 1 of 3)

**USBNA's** purpose and mission is three-fold. To provide a cost-effective means for urban and rural, self-sufficient, healthy people (who do not require a medical assistance device such as a bracelet or necklace), single and living alone people to:

- Communicate that you are well and safe;
- Ensure that ICEs, previously designated (or if necessary, emergency personnel), are contacted if we fail to reach you during your check-in time;
- Enable designated family members or friends to know that you are safe if they cannot reach you.

**USBNA**, however, can only conduct these activities if you, our member, affirm and agree to the following duties set forth below. **Therefore, by subscribing to USBNA, you hereby agree to:**

- Ensure that your contact information is current, update us should it change, maintain your contact schedule, and revise them as necessary;
- Should you NOT be able to maintain your schedule, or won't be in contact with us because, for example, you've gone on vacation, have visitors, have become ill or are hospitalized, you MUST notify us immediately so that we can revise your contact schedule;
- Supply us accurate information regarding your ICEs and update, in a timely manner, their names (should you change a person on your list); and
- Ensure that your account is in good standing so that we can serve you without interruption.

**These conditions set forth the explicit expectations we have of YOU, our members.**

**In return, we promise to:**

- Ensure that you reach us (or we you) on your designated times and dates;
- Contact your ICEs if we do not reach you. However, if we cannot reach your ICEs, we will then contact your local authorities to conduct a wellness check on your behalf;
- Inform you, as soon as practicable, should an Act of God (such as a prolonged loss of power, fire, inclement weather, etc.) impact our ability to contact you or vice/versa, and update you when we resume service;
- Safeguard your confidential information in accordance with Illinois and Federal laws;
- Upon learning of your disposition (should you incur a medical or other emergency, or death), inform your designated ICEs so that they can make timely arrangements.

However, **USBNA**, in contacting your ICEs, or in releasing information that you, our member, have previously approved, **cannot guarantee their actions, nor is USBNA accountable should they fail to act on your behalf.** Hence, should they not follow-up or are unable to reach you, the proper authorities will be contacted as a default.\*\*

\*\* While some smaller towns/suburbs/cities have charged customers if authorities were called out on what was deemed a false alarm re: one's home security system, should a charge be applied in your locale, **YOU** agree to assume the cost in the event that 1. you failed to contact us absent exigent circumstances, 2. we fail to reach you or your ICEs, which would then 3. necessitate contacting the authorities on your behalf.

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Lastly, should your living situation or health change, **YOU AGREE** to notify us of this change, and we **MAY**, regrettably but necessarily, terminate our service to you. We do this because **USBNA does not provide** at the ready, emergency medical assistance, nor do we provide or monitor medical assistance devices, nor can we monitor or respond (outside of the times we will be in contact with you) should you have an urgent need.

Should you, however, fail to conduct the duties listed on page one, fail to notify us of your change in health status, and remain a member of **USBNA** although your medical needs dictate wearing an emergency assistance devise, you, your estate, your family, heirs, executors, administrators, successors and assigns indemnify, defend, and agree to hold harmless **USBNA, its owner, agents or employees**, in the event that you require **urgent** medical assistance that is beyond the scope and capability of our services, and further release, acquit and discharge **USBNA** of all claims, demands, liabilities, loss, expense (including attorney's fees), right or cause of action of whatever kind, absent a claim of Negligence or Fault on the part of **USBNA**, to execute our explicit and agreed upon duty to you, our member.

Should a claim of Negligence or Fault be asserted by one of the aforementioned parties, the parties agree to meet and submit, either virtually or at a mutually agreed upon location, to one, two or three of the successive, progressive remedy stages, should the previous proposed remedy not yield mutually agreed upon results.

First: **USBNA** and the party will confer and attempt to resolve the dispute or difference between them in a good faith manner. Second: If **USBNA** and the party cannot resolve their dispute after conferring, any party may require the other to submit the matter to non-binding mediation, utilizing the services of an impartial professional mediator approved by both parties. Third: If **USBNA** and the party cannot come to an agreement during mediation, they agree to submit the matter to binding arbitration. The arbitration shall be conducted on a confidential basis under the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any mediation or arbitration proceedings shall include the assessment of costs, expenses, and reasonable attorney fees and shall include a written record of the proceedings and a written determination of the mediators/arbitrators. Absent an agreement to the contrary, any mediations/arbitrations shall be conducted by those experienced in tort and contract law. Either party may object for cause, although no more than thrice, to any proposed mediator/arbitrator. An award of arbitration shall be final and binding on the parties and must be confirmed in a court of competent jurisdiction.

You hereby acknowledge that you are aware of, understand, and appreciate the type of service **USBNA** provides, its aforesated activities, responsibilities, and extent of liability, as well as your responsibilities and rights under this agreement. By signing this document, you state further that you will fully comply, as it is within your ability to do so, with the duties **USBNA** expects of you, our member.

**THIS IS AN IMPORTANT LEGAL DOCUMENT CONTAINING PROVISIONS CONSTITUTING A WAIVER OF LEGAL RIGHTS. READ THE ENTIRE DOCUMENT BEFORE SIGNING.**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20 \_\_\_\_

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

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

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

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**For Office Use**

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**Signer for *USBNA*:** Annette B. Collins, Owner and Founder

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

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

**Copy to Member:** \_\_\_\_\_

**Date sent:** \_\_\_\_/\_\_\_\_/\_\_\_\_