



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS AGREEMENT CAREFULLY.

In consideration of my receipt of services from Slocan Valley Better at Home (the “Program”) and my use of, acceptance of, or participation in Program Services (defined below), I hereby agree with the W.E. Graham Community Service Society and their employees, service providers, agents, representatives, volunteers, independent contractors, subcontractors, successors and assigns (collectively, the “**Releasees**”), as follows.

PROGRAM SERVICES

Within this Agreement, the term “**Program Services**” means any and all activities and services provided, arranged, organized, conducted or made available by the Releasees to seniors, including, without limitation, light yard work, friendly visiting, minor home repairs, light housekeeping, transportation, grocery shopping, snow removal, and any other activities related to the Program. The Program Services are provided, by volunteers, contractors, and paid staff from a local non-profit organization. The Releasees are **NOT PROFESSIONAL SERVICE** providers and the Program Services **WILL NOT BE DELIVERED AT A PROFESSIONAL LEVEL.**

ASSUMPTION OF RISK

I am aware that my acceptance of the Program Services may allow me to remain at home longer, which involves risks and dangers to me that may cause serious injury and, in some cases, death, and loss of or damage to personal property. These risks are inherent to the Program and cannot be eliminated without altering the purpose and value of the Program. The risks may include, among others: slips and falls; scrapes; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; impacts with other people; impacts with the ground or other structures and equipment; entanglement; seizures; loss of awareness; eye strain; dizziness; disorientation; nausea; impaired balance; light-headedness; fatigue; motion sickness; concussions; broken bones; physical or emotional injuries; emotional distress; paralysis; other bodily injuries; and negligence of other persons.

I AM AWARE OF AND UNDERSTAND THE RISKS AND DANGERS ASSOCIATED WITH THE PROGRAM SERVICES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I expressly agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees, and TO RELEASE the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer, or that my guests and family may suffer resulting from my acceptance of or use of the Program Services or my participation in any of the Program Services, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND INCLUDING ANY FAILURE ON THE PART OF THE RELEASEES TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE; Initial Here
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all claims, demands, or causes of action, which are in any way connected with my acceptance of or use of the Program Services or my participation in any of the Program Services, including any such claims which allege negligent acts or omissions of the Releasees;
- 3. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives; and
- 4. In entering into this Agreement, I acknowledge that any services which help me to stay living at home longer may and do present risks to my well-being. I choose to accept these risks. I am not relying upon any oral or written representations made by the Releasees with respect to the safety of the Program Services other than as expressly set forth herein.

LIMITS TO CONFIDENTIALITY

I acknowledge that there are certain situations in which the law requires the Releasees to share my personal information. They are:

- 1. If there is reason to suspect that a child (under 19 years of age) is being or is likely to be abused or neglected.
- 2. If there is reason to suspect that someone is a danger to her/himself or to someone else.
- 3. If a worker, client file, or record is subpoenaed by a court of law.

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UNDERSTANDING & ACKNOWLEDGEMENT

I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including that:

- (a) I AM RELEASING W.E. Graham Community Service Society and the Better at Home workers and volunteers from all liability;
- (b) I AM WAIVING my right to sue W.E. Graham Community Service Society and any of the Better at Home workers or volunteers;
- (c) I AM ASSUMING ALL RISKS of participating in Better at Home, including any travel provided by or incidental to the Better at Home Program Services; and
- (d) I AM ASSUMING ALL RISKS of accepting Better at Home Program Services in and around my residence even though I may be seriously injured and even if death results from or incidental to any Program Services provided to me.

GENERAL

- 1. This Agreement shall remain in full force and effect until February 15, next, and will be reviewed for renewal by both parties on or about that date in each year. Each time this Agreement is renewed, it shall continue in full force and effect for a period of one year. This Agreement applies to all Program Services provided during any such periods of time.
- 2. If, for any reason, any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.
- 3. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

YOU MUST ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT PRIOR TO RECEIPT OF PROGRAM SERVICES.

To confirm your acceptance of the above terms and conditions of the Slocan Valley Better at Home Program Services, sign and print your name with today's date below:

Signature: _____ Date: _____

Print Name: _____

ANNUAL RENEWAL

I HAVE REVIEWED AND HEREBY RENEW this release of liability, waiver of claims, assumption of risk and indemnity agreement.

Signed: _____ Date: _____

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