

The Muskoka Parry Sound & Nipissing District Respite Family Agreement and Release Form

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING IT.

By signing this agreement and Release Form I/We acknowledge and agree that:

South Respite Network Agencies: Almaguin Highlands Community Living, Community Living Mattawa, Community Living West Nipissing, Community Living Huntsville, HANDSthefamilyhelpnetwork.ca, and the host agencies, Community Living South Muskoka, Community Parry Sound, and Community Living North Bay.

The Respite Contractor is **not** an employee of the South Respite Network agencies [refer to list of agencies above] but is an independent contractor that I/We have hired directly, independent of any involvement by the South Respite Network agencies which has/have no control or direction over and is/are not responsible for the actions of or conduct of the Respite Contractor I/we have selected and hired, or for any issues that I/we may have with the Respite Contractor. I/we will resolve any such issues directly with the Respite Contractor. The Respite Contractor is not a representative of or authorized to speak on behalf of and is not involved in any services provided to me/us by the South Respite Network agencies.

Any Respite Contractor profile provided to me is being provided to me/us as a possible Respite Contractor. A Respite Contractor may be removed from the Respite Contractor Database at any time, in the sole discretion of the Coordinator of the South Respite Network agencies. I/we understand that the South Respite Network agencies are not responsible to notify us if the Respite Contractor is removed from the Respite Contractor Database.

Respite Contractor profiles are provided as a public service. The contents of any Respite Contractor profile made available to me/us are provided by, and are the responsibility of the Respite Contractor. I/we will use the information provided in the Respite Contractor profile for our own purposes and at our own risk and without any liability by the South Respite Network agencies for our use of the Respite Contractor profile.

I/we understand that the Respite Contractor provided an up-to-date Police Reference Check and contact names and/or letters of reference to the Respite Contractor program at the time of their interview for the Respite Contractor Program database. I/we understand that the South Respite Network agencies are not responsible for checking references provided by the Respite Contractor and may or may not have done so. Even if the Respite Contractor's references have been checked by the South Respite Network agencies, the information obtained by the agencies is confidential and may not be up-to-date. I/we understand that I/we may also ask for and are encouraged by the South Respite Network agencies to check references provided to me/us by the Respite Contractor. I/we also understand that I/we may also ask the Respite Contractor to provide me/us with an up-to-date Police Reference Check. I/we understand that I/we am/are solely responsible for any failure on my part to check references provided to me/us by the Respite Contractor or obtain an up-to-date Police Reference Check for the Respite Contractor.

I/we understand that I/we may receive confidential information about the Respite Contractor through the use of the Respite Contractor database. By signing this Family Agreement and Release Form, I/we am/are indicating my/our understanding of my/our responsibilities to maintain the confidentiality of the Respite Contractor's personal information and agree that I/we will maintain the confidentiality of the Respite Contractor's personal information and will not disclose that information without the respite Contractor's consent or as required or permitted by law.

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The Respite Contractor has acknowledged in writing that:

- She/he is an independent contractor to me/us and is responsible only to me/us.
- She/he is solely responsible for any private vehicle she/he uses to transport persons served by the Respite Contractor; and
- She/he is solely responsible for his/her own health, accident, and liability insurance, payment of taxes, contributions to Employment Insurance and CPP, and benefits plan.

By signing this Family Agreement and Release Form I/we release and discharge Community Living, South Muskoka, Parry Sound and North Bay [which in this Agreement and Release includes all persons for which Community Living, South Muskoka, Parry Sound and North Bay is/are legally responsible, including without limitation, the employees, agents, officers, and directors of Community Living, South Muskoka, Parry Sound and North Bay] from all actions, causes of action, proceedings, claims, demands, losses, damages, liabilities of every nature and kind arising or indirectly arising from my dealings with the Respite Contractor that I hire to provide respite services to me/us. I/we agree to indemnify Community Living South Muskoka, Parry Sound and North Bay from all liabilities, loss, claims, demands, costs, and expenses incurred by it/them as a result of my/our actions and conduct in respect of the Respite Contractor and the support services provided by the Respite Contractor to me/us. I/we further agree that I/we make no claim against anyone that may claim contribution or indemnity from Community Living, South Muskoka, Parry Sound and North Bay.

This Agreement and Release Form is binding on my/our heirs, executors and other legal personal representatives.

If any provision of this Agreement and Release is found to be invalid or unenforceable in whole or in part that provision is to be served from this Agreement and Release and shall not affect the validity or enforcement of the remainder of this Agreement and Release which shall continue in full force and effect.

I/WE HAVE READ AND UNDERSTOOD ALL OF THIS AGREEMENT AND RELEASE FORM AND I/WE AGREE TO ALL OF ITS TERMS.

Signature of First Parent or Guardian

Signature of Witness

Printed Name

Printed Name

Signature of Second Parent or Guardian

Signature of Witness

Printed Name

Printed Name

Dated