**DATABASE USER (FAMILY/INDIVIDUAL) PACKAGE**

**Statement of Purpose for the Collection, Use and Disclosure of the Personal Information Provided**

The information collected directly from you will be forwarded to respiteservices.com or supportyourway.ca hosted by [*Agency*]. By signing this information, you are consenting to collection, use, disclosure and retention of personal information contained in the ‘Statement of Purpose for the Collection, Use and Disclosure of the Personal Information Provided’ form in accordance with the respiteservices.com/supportyourway.ca Privacy Policy and the Terms of Use.

The information that you provide will be used for the following purposes:

* to facilitate connecting you with independent individual service providers seeking respite clients in the community in order to help you meet your respite needs;
* to facilitate the process of referring you to, or helping you apply for, respite programs and option(s);
* to facilitate both processes above;
* to contact you regarding upcoming events, activities and programs that may be of interest;
* to send you information, documents or forms required to keep your information up-to-date; and
* for quality assurance purposes, including feedback on how effective and helpful our services have been, to allow us to improve our services.

In cases where you would like to be connected to respite programs or options, there will be a need to disclose the information to other respite agencies/service providers whose services are consistent with your needs. Your request to be connected with these services constitutes consent to forward your information to these agencies or service providers.

Furthermore, some of the information collected will be summarized periodically to facilitate community/provincial planning activities. Such information summaries will not include personal identifiers (e.g., name, address, phone number, etc.) of you, your family or your loved one with a disability.

**Consent**

I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have reviewed and understand the above Statement of Purpose for the Collection, Use, Disclosure and Retention of Personal Information. I understand that I can refuse to provide my consent. I also understand that I can access and change the information I have provided or withdraw my consent by providing notice in writing to [*name of person and contact info*]. I authorize the collection, use, disclosure and retention of my personal information for all the purposes identified above, on consistent with the respiteservices.com Privacy Policy and the Terms of Use which I hereby acknowledge have been provided to me and which I have read and understood.

**Withholding Consent**

If there are there any restrictions regarding the collection, use, and disclosure of the information provided please provide the details below.

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If you do not authorize the disclosure of your information to other respite agencies, please indicate those agencies below
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Parent/Guardian/Individual Signature Witness Signature

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Signature of Second Parent or Guardian Signature of Witness

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Printed Name Printed Name

respiteservices.com/supportyourway.ca is committed to protecting the privacy, confidentiality and security of your personal information. We respect your privacy and adhere to all legislative requirements. We do not rent, sell or trade our mailing lists. The information you provide to us will be used to connect you to suitable families, keep you informed about our activities and other respite opportunities or training and to send update forms. Please visit our website respiteservices.com/supportyourway.ca for a complete version of our Privacy Statement, Privacy Policy and Terms of Use.

**FAMILY AGREEMENT and RELEASE**

This Agreement is between:

1. *[Parent/Registrant No. 1*] and [*Parent/Registrant No. 2*] (together and individually, the “**Database User**”); and
2. *[Host* *Agency]* (The “**Agency**”), Support Provider Database (“**Support Provider Database**”), Respiteservices.com/Supportyourway.ca (together the “**Program Providers**”).

Whereas:

1. The Support Provider Database is a free information service that support organizations throughout Ontario provide for the benefit of people with disabilities, their families and individual service providers in the community;
2. RespiteServices.com is the website through which the Support Provider Database is made available;
3. The Agency is a not-for-profit charitable organization responsible for facilitating the Support Provider Database and RespiteServices.com in the XXXXX region;
4. The Database User has a loved one with a disability and wishes to take part in and have the benefit of the information made available through the Support Provider Database , and the Program Providers wish to allow the Database User access to the Support Provider Database ;

Now therefore, in consideration for being permitted to access the Support Provider Database, the Database User acknowledges and agrees as follows:

1. The Support Provider Database is comprised of a database through which the Database User can make the Database User’s support needs known, and through which independent individual service providers (known as “**Direct Support Providers**”) can offer their services to people in the community, including the Database User.
2. The Program Providers do not represent or warrant that any information provided through the Support Provider Database is accurate or current, or that any Direct Support Provider possesses the skills, qualifications, training, experience, or appropriate background to provide services to the Database User or any other person. The Program Providers are also not responsible for notifying Database Users of any changes in relation to any Direct Support Provider or his/her continuing eligibility to participate in the Support Provider Database.
3. The Database User acknowledges and agrees that if the Database User relies on any information included in the Support Provider Database, the Database User does so at his/her own risk and that the Database User is responsible for screening any Direct Support Provider they are considering engaging, including, but not limited to, in relation to their criminal background, eligibility to work with vulnerable people, references and experience. Program Providers are not liable to any person, including the Database User, in respect of any inaccuracies or false information that may be included in a Direct Support Provider profile, or for including any particular Direct Support Provider in the Support Provider Database.
4. The Database User expressly understands and agrees that Direct Support Providers are not employees, contractors, agents, representatives or partners of the Program Providers and the Program Providers are in no way responsible for the Direct Support Providers, any relationship they may have with the Database User or any other person to whom the Direct Support Provider may provide services, or with whom the Direct Support Provider may interact in the course of providing any services.
5. The Database User furthermore acknowledges and agrees that the Program Providers are not liable for any services, conduct, act, or omissions of any Direct Support Provider at any time, nor for any harm that any Direct Support Provider may cause or in any way be associated with at any time, and the Direct Support Provider agrees not bring or take part in any claim of any kind against the Program Provider in respect of any Direct Support Provider’s services, conduct, acts or omissions.
6. The Database User also agrees, represents, and warrants that in the event that the Database User identifies an Direct Support Provider through the Support Provider Database from whom the Database User wishes to purchase services or otherwise engage to provide supports, the Database User is solely responsible for engaging with that Direct Support Provider (whether as an independent contractor or employee of the Database User) and shall bare all responsibility and liability in respect of any services purchased by the Database User from such Direct Support Provider, including but not limited to any amounts payable to the Direct Support Provider for or in respect of the services or the service relationship between the Direct Support Provider and the Database User, any deductions, remittances, premiums or contributions for Employment Insurance, Canada Pension Plan, Income Tax, Workplace Safety and Insurance Board premiums, or other statutory amounts that are legally required to be submitted remitted or otherwise paid in respect of Direct Support Providers services to the Database User (“Liability”).
7. The Database User agrees to hold harmless and indemnify the Program Providers from any and all Liability, and from any claims by the Direct Support Provider, or any other person, in respect of any harm, injuries, or losses that the Direct Support Provider may suffer during or in relation to the services the Direct Support Provider provides to the Database User, or to any person at the direction of the Database User.
8. The Database User acknowledges and agrees that the Database User may receive confidential information about Direct Support Providers through the use of the Support Provider Database. By signing this Agreement, the Database User agrees to maintain the confidentiality of the any Direct Support Provider’s personal information and agrees not to collect, use or disclose such information except for the purposes of consider the Direct Support Provider as a potential service provider or engaging with an Direct Support Provider to provide service, or as otherwise consented to by the Direct Support Provider or as otherwise required or permitted by law.
9. By signing this Agreement, the Database User releases the Program Providers, including all of their directors, officers, employees, volunteers, agents, or assigns from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising directly or indirectly from the Database User’s dealings, interactions or relationship with the any Direct Support Provider at any time. The Database User agrees to indemnify and hold harmless the Program Providers, including without limitation, all of their directors, officers, employees, volunteers, agents, or assigns, from all liabilities, loss, claims, demands, costs and expenses incurred by any of them as a result of the Database User’s acts or omissions in respect of any Direct Support Provider and the support services provided by any Direct Support Provider to the Database User or any other person under the direction of the Database User. The Database User further agrees that the Database User will make no claim against anyone that may claim contribution or indemnity from the Program Providers.

This Agreement and Release is binding on the Database Users 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 severed from this Agreement and Release and shall not affect the validity or enforceability 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 AND I/WE AGREE TO ALL OF ITS TERMS.**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of First Database User Signature of Witness

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Printed Name Printed Name

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Signature of Second Database User Signature of Witness

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