



Liability Release – Activities & Transportation

By signing this document you will waive certain legal rights, including the right to sue.

Please Read Carefully

Awareness and Assumption of Risk – Transportation

I acknowledge that there is risk when a camp counsellor or staff member employed by Improving Lives In-Home Care either uses his/her personal automobile, a company automobile or, with permission, drives your personal automobile while running errands or drives for you at your direction or in the course of respite activities (“the Activity”). While Improving Lives In-Home Care has done checks to ensure that our employee is currently licenced and has insurance for his/her vehicle, we are not a driver testing organization nor qualified to attest to the fitness of vehicles for roadworthiness. The Activity may entail risks of death or injury, property damage, loss of income and other losses. Included in these risks, but not limited to, are equipment malfunction, negligence on the part of Improving Lives In-Home Care or its employees and officials. I freely accept and fully assume all aforementioned risks with the Activity.

Awareness and Assumption of Risk – Swimming, Trampoline and other Activities

I acknowledge that there is risk when a camp counsellor or staff member employed by Improving Lives In-Home Care supervises activities in a private or public swimming pool, private or public trampoline, or other activities, either outdoors or indoors like hiking, bowling, movies, theme parks, etc. (the “Activity”). While Improving Lives In-Home Care has done checks to ensure that our employee is qualified to assist the camper in these activities, they are not professionally certified lifeguards, trampoline instructors or activity directors. The Activity may entail risks of death or injury, property damage, loss of income and other losses. Included in these risks, but not limited to, are equipment malfunction, negligence on the part of Improving Lives In-Home Care or its employees and officials. I freely accept and fully assume all aforementioned risks with the Activity.

Swimming – I authorize _____ to use swimming pools Yes or No (circle)

Trampoline – I authorize _____ to trampoline Yes or No (circle)



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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Improving Lives In-Home Care accepting my application to provide the Activity and/or transportation to the activity, I agree:

1. To waive any and all claims that I may have in the future against Improving Lives In-Home Care.
2. To release Improving Lives In-Home Care from any and all liability for any of the risks disclosed in the “Awareness and Assumption of Risk” sections, that I or my next of kin may suffer as result of my participation in the Activity (either my own or that of the Improving Lives In-Home Care employee) or transporting the client to the Activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify Improving Lives In-Home Care from any and all liability for any damage to property of, or personal injury to, you or any third party which results in any participation in the Activity or transportation to/from the Activity.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST IMPROVING LIVES IN-HOME CARE. THIS AGREEMENT IS IN FULL FORCE AND EFFECT WHILE YOU EMPLOY OUR SERVICES FOR IN-HOME or OUT-OF-HOME CARE.

Full Name of Participant: _____

Address: _____

Signed _____

Date _____

Witnessed by: _____

Printed Name of Witness _____

Date _____