

## CHAP WORKER AGREEMENT and RELEASE

By signing this Agreement and Release I acknowledge and agree that:

CHAP workers are not CHAP Program employees. The CHAP Program has provided me a list of names of available CHAP workers and I am responsible for my selection of a CHAP worker. I will pay the CHAP worker I hire directly. The CHAP Program is not responsible for disagreements I may have with the CHAP worker. I will resolve my problems directly with the CHAP worker. The CHAP Program is not responsible for the actions or conduct of any CHAP worker I hire.

The CHAP worker provided an up-to-date Police Reference Check and letters of reference to the CHAP Program at the time of their interview for the CHAP Program worker database and has confirmed the accuracy and completeness of those references. The CHAP Program has made no representations about the references and is not responsible for checking those references. It is my responsibility to check references and to ensure there is a current Police Reference Check on the CHAP worker.

A CHAP worker is not a trained therapist. Her/his name is being provided to me as a possible respite worker who has received a full day orientation to the CHAP Program, including an introduction to autism. A CHAP worker may be removed from the CHAP worker database at any time, in the sole discretion of the CHAP Coordinators.

The CHAP worker has acknowledged in writing that:

1. She/he is an independent contractor and is not an employee, agent or representative of the CHAP Program and is not authorized to represent or speak for the CHAP Program or [respiteservices.com](http://respiteservices.com);
2. Except where my employer consents, I will keep information about my employer and her/his family or my contract with my employer confidential;
3. She/he is solely responsible for any private vehicle she/he uses to transport persons served by the CHAP worker; and
4. She/he is solely responsible for her/his own health or accident insurance, or payment of taxes, or contribution to Employment Insurance or CPP or other benefits plan.

In consideration of my being given access to the names of CHAP workers, I release the CHAP Program and [respiteservices.com](http://respiteservices.com) (which terms in this Agreement and Release includes all parties legally responsible for the CHAP Program and [respiteservices.com](http://respiteservices.com) and their employees, officers and directors) from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising from my dealings with the CHAP Program, [respiteservices.com](http://respiteservices.com) and any CHAP worker. I agree to indemnify the CHAP Program and [respiteservices.com](http://respiteservices.com) from all claims made against them as a result of my conduct. I will make no claim against any party that may claim contribution or indemnity from the CHAP Program and [respiteservices.com](http://respiteservices.com).

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Parent or Guardian Printed

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Witness Printed

Sponsored by Durham Region Developmental Services Respite Committee

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905-436-2500 Ext. 2209 or 2313 or via e-mail at [info@respiteservices.com](mailto:info@respiteservices.com).