

FAMILY AGREEMENT and RELEASE

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

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

The CHAP worker is **not** a Canadian Mental Health Association Waterloo Wellington Dufferin (CMHA WWD) employee but is an independent contractor that I/we have hired directly, independent of any involvement by CMHA WWD which has no control or direction over and is not responsible for the actions or conduct of the CHAP worker I/we have selected and hired, or for any issues that I/we may have with the CHAP worker. I/We will resolve any such issues directly with the CHAP worker. The CHAP worker is not a representative of or authorized to speak on behalf of and is not involved in any services provided to me/us by CMHA WWD.

Any CHAP worker profile provided to me is being provided to me/us as a possible respite worker. A CHAP worker may be removed from the CHAP worker database at any time, in the sole discretion of the CHAP Program Coordinator. I/we understand that CMHA WWD is not responsible to notify us if the CHAP worker is removed from the CHAP worker database.

CHAP worker profiles are provided as a public service. The contents of any CHAP worker profile made available to me/us is provided by, and is the responsibility of, the CHAP worker. I/We will use the information provided in the CHAP worker profile for our own purposes and at our own risk and without any liability by CMHA WWD for our use of the CHAP worker profile.

I/We understand that the CHAP Worker provided an up-to-date Police Reference Check and contact names and/or letters of reference to the CHAP Program at the time of their screening and orientation for the CHAP Program worker database. Even if the CHAP worker's references have been checked by CMHA WWD the information obtained by CMHA WWD is confidential and may not be up to date. I/we understand that I/we may also ask for and are encouraged by CMHA WWD to check references provided to me/us by the CHAP worker. I/we also understand that I/we may also ask the CHAP worker 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/our part to check references provided to me/us by the CHAP worker or obtain an up to date Police Reference Check for the CHAP worker.

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

The CHAP worker 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 CHAP worker; 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 I/we release and discharge CMHA WWD (which in this Agreement and Release includes all persons for which CMHA WWD is responsible, including, without limitation, the employees, agents, officers, and directors of CMHA WWD) from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising directly or indirectly from my dealings with the CHAP worker that I hire to provide respite services to me/us. I/we agree to indemnify CMHA WWD 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 CHAP worker and the support services provided by the CHAP worker to me/us. I/we further agree that I/We will make no claim against anyone that may claim contribution or indemnity from CMHA WWD.

This Agreement and Release 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 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: _____

 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