



Caregiver Agreement and Release

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

By signing this Agreement I/we acknowledge and agree that:

- Kindale Developmental Association administers the Respite Provider registration process and registry as a public information service.
- The Respite Provider Registry (database and classifieds), which is information concerning persons interested in providing respite support, is a public service and is voluntary and is used at my/our own risk and without any liability by Community Living BC or Kindale Developmental Association.
- Kindale Developmental Association has the right to remove a Respite Provider from the Registry and has no obligation to advise me/us of the removal from the Registry of any Respite Provider.

I/We understand that:

- The Respite Provider is a self-employed independent provider that I/we hire directly, independent of any involvement by Kindale Developmental Association.
- The Respite Provider, when providing respite for me/us, is not acting as an employee of Kindale Developmental Association.
- The Respite Provider is not a representative of, or authorized to speak on behalf of, and is not involved in any services provided to me/us by Kindale Developmental Association.
- Kindale Developmental Association has no control or direction over Respite Providers and is not responsible for the actions or conduct of any Respite Provider(s) whom I/we have selected and hired, or for any issues that I/we may have with any Respite Provider(s) at any time. I/We will resolve any such issues directly with the Respite Provider(s) I/we have hired.
- Any Respite Provider Registry information that I/we have requested is being provided to me/us as a possible Respite Provider. I/we understand that Kindale Developmental Association is not responsible to notify us if the Respite Provider is removed from the Respite Provider Registry.
- The contents of any Respite Provider Registry made available to me/us are provided by, and are the responsibility of, the self employed independent Respite Provider.
- I/We will use the information provided in the Respite Provider Registry for my/our own purposes and at my/our own risk and without any liability by Kindale Developmental Association for my/our use of the Respite Provider Registry, notwithstanding the Criminal Record Check information obtained by Kindale.



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I/We understand that:

- I/We may ask the Respite Provider to give us three recent work related contact names and/or work related letters of reference (preferably from someone in a supervisory position).
- Kindale Developmental Association is not responsible for checking references.
- I/We should check the references provided to me/us by the Respite Provider.
- 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 Respite Provider.

I /We understand that:

- The Respite Provider has signed a Respite Provider Agreement and Release Form and Respite Provider Consent Form, provided by Kindale Developmental Association, in which he/she has acknowledged in writing that:
 - He/She is an independent Provider to me/us and is responsible only to me/us.
 - He/She is solely responsible for any private vehicle he/she uses to transport persons served by himself/herself and
 - He/She is solely responsible for his/her own health, accident, and liability insurance, payment of taxes, contributions to Employment Insurance and CPP, and benefits plan.
 - He/She has indicated understanding of his/her responsibility to maintain the confidentiality of the caregiver(s) and individual's personal information. He/She will maintain the confidentiality of the caregiver(s) and individual's personal information and will not disclose that information without the appropriate consent as required or as permitted by law.

I/We understand that:

- I/We may receive confidential information about Respite Providers through the use of the Respite Provider Registry and classifieds. By signing this Caregiver Agreement and Release, I/we am/are indicating my/our understanding of my/our responsibilities to maintain the confidentiality of the Respite Provider's personal information and agree that I/we will maintain the confidentiality of the Respite Provider's personal information and will not disclose that information without the Respite Provider's consent or as required or permitted by law.

By signing this Caregiver Agreement and Release I/we release and discharge Kindale Developmental Association, which in this Agreement and Release includes all persons for which Kindale Developmental Association is legally responsible, including, without limitation, the employees, agents, officers, Executive Directors and Board of Directors of Kindale Developmental Association, from all actions, causes of action, proceedings, claims, demands, losses, damages and liabilities of every nature and kind arising directly or indirectly from my/our dealings with the Respite Provider that I/we hire to provide respite services to me/us.



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I/We agree to indemnify Kindale Developmental Association 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 Provider and the support services provided by the Respite Provider to me/us.

I/We further agree that I/we will make no claim against anyone that may claim contribution or indemnity from Kindale Developmental Association.

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: _____

Dated: _____

Signature of Caregiver

Signature of Witness

Printed Name

Printed Name

Dated: _____

Dated: _____

Signature of Caregiver

Signature of Witness

Printed Name

Printed Name