



**DESIGNATED FAMILY/SUPPORT PERSONS AND OTHER VISITORS  
RELEASE AND WAIVER AGREEMENT**

**BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, IN RELATION TO COVID-19 AND ITS RISKS**

**PLEASE READ CAREFULLY**

I \_\_\_\_\_ Designated Family/Support Person or Other Visitor (Circle One) wish to attend at \_\_\_\_\_ Care Home (hereafter the Site) operated by Intercare Corporate Group Inc. (hereafter INTERCARE) and I, for myself and my personal representative (where applicable), agree as follows:

Name of resident/ patient you are visiting: \_\_\_\_\_

**PART I - COVID-19 - ACKNOWLEDGEMENTS**

**I HEREBY ACKNOWLEDGE AND AGREE THAT:**

On each visit to the Site, I will complete a health screening assessment questionnaire and screening process and will respond truthfully, advising of any YES responses to the first five questions of the screening questionnaire and any other irregularities arising from such screening assessment, to the Site forthwith; and

I agree to comply fully with ALL policies and procedures in place at the Site, including but not limited to, the *Safe Visitation Policy and Related Requirements – COVID 19 Pandemic*.

**PART II – COVID-19 - ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND WAIVER**

In consideration of Intercare allowing me to visit the Site for a period of one year from the date of execution of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge and agree as follows:

- a. I acknowledge that my presence adds increased risk to the residents and staff of the Site, and that the risk of injury to me and to the residents and staff of the Site is significant, including the potential for serious personal injury, death or illness resulting from or arising in any way from COVID-19;
- b. I am willing to accept full responsibility for this choice as it relates to my own health and well-being and that of the residents and staff of the Site, and agree to assume all responsibility for such risks, and to visit the Site at my own risk;
- c. I acknowledge and agree that the Site, its subsidiaries and affiliates, and any of their respective directors, officers, shareholders, employees, agents, independent contractors, successors and assigns (hereinafter collectively referred to as the “**Releasees**”), shall not be liable or responsible in any way for any injury whatsoever or death, which may be suffered by me, or by any other person in contact with me, arising out of COVID-19 and my attendance at the Site;
- d. I waive any and all claims against, and I covenant not to sue, each of the Releasees, for any liabilities or injury whatsoever which may be suffered by me, or by any other person

in contact with me, arising out of COVID-19, due to my attendance at the Site, and I agree that any one or more of the Releasees shall have the right to use this Agreement as a complete bar and defence to any claim or lawsuit brought in contravention of this Agreement;

- e. I agree on behalf of my heirs, successors and family to indemnify, defend, and hold harmless the Releasees from and against any and all losses or damages of any kind whatsoever, including reasonable legal fees, incurred by the Releasees in connection with any third party claim whatsoever brought against or involving any one or more of the Releasees, arising out of the contraction of COVID-19, as a result of or in connection with my attendance at the Site; and
- f. I agree that the laws of the Province of Alberta shall apply, and the courts of the Province of Alberta shall have sole and absolute jurisdiction, for any claims arising out of this Agreement.

### **PART III - COVID-19 - AGREEMENT TO COMPLY WITH REQUIREMENTS OF ALL VISITORS**

I UNDERSTAND that by entering the Site I must follow the requirements of all visitors and in consideration of my visitation, I hereby acknowledge and agree to the following:

- a. I will coordinate all resident visits with Intercare, unless such visit coordination is done for me by the resident;
- b. I will comply with the mandatory health assessment screening process at time of intended entry and be truthful in my responses;
- c. I will only visit the resident that I am attending to the Site to visit with;
- d. I will self-check myself for COVID-19 symptoms, as listed on the health assessment screening questionnaire, during, throughout and following my visit for the next 14 days;
- e. I will wear a mask continuously for my entire my visit and any other personal protective equipment (PPE) as may be required and determined by the care home staff;
- f. I will notify the Site of any COVID-19 symptoms I experience within 14 days of my visit with the resident;
- g. I declare that I have received a copy of, have read, understood and agree to fully comply with the COVID-19 Safe Visiting Practice Guidelines and all related site policies and processes;
- h. I have been oriented and educated on the COVID-19 Safe Visiting Practice Guidelines, have received education from a Site representative on the proper use of PPE, informed of my visitation location, the route I am to take to get to the visiting location and will not stop nor interact with any staff or other residents while in route, and acknowledge that I understand and will comply with same; and
- i. I acknowledge and accept that I may be refused entry to the Site if there is a reason for the Site to believe that I have not abided by the responsibilities that I have agreed to herein.

I further UNDERSTAND, ACKNOWLEDGE AND ACCEPT that my failure to comply with ANY of the safe visitation responsibilities outlined in Part III above will result in the following consequences:

**1<sup>st</sup> occurrence** - I will be advised of my non-compliance and asked to immediately correct the non-compliance (e.g. put my mask and/or face shield back on if removed). I will be reminded of my safe visitation responsibilities and advised that I must comply if I wish to maintain my visitation privileges.



**2<sup>nd</sup> occurrence** – the involved visitor will be advised of their non-compliance and if currently engaged in a visit, the visit will be ended and the visitor asked to leave the site (care home) without delay. The visitor will be reminded of their responsibilities and advised that they will not be permitted to book, or participate in, another visit for a minimum of one week period. After that time, the visitor (if a designated family or support person) may schedule a new OUTDOOR VISIT ONLY for themselves (if a designated family/support person) or other visitor who received the second occurrence consequence for non-compliance.

**3<sup>rd</sup> occurrence** – the involved visitor will be advised of their third and final non-compliance and if currently engaged in a visit, the visit will be immediately terminated, the visitor will be asked to leave the site (care home) and all future visitation privileges will be revoked.

**PART IV - COVID-19 - GENERAL**

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Alberta and the laws of Canada as they apply in Alberta and no other jurisdiction.

In entering this Agreement, I am not relying upon any oral or written representations or discussions with staff and acknowledge that this is a legal document.

**BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ THIS AGREEMENT IN FULL AND THAT I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I AM SIGNING IT VOLUNTARILY WITHOUT ANY INDUCEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THE EFFECT OF THE TERMS AND CONDITIONS HEREOF AND IF I HAVE NOT OBTAINED INDEPENDENT LEGAL ADVICE, I HEREBY WAIVE THOSE RIGHTS BY SIGNING.**

IN WITNESS WHEREOF, I have set my hand on this date set out below.

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

\_\_\_\_\_  
Designated Family/Support Person or Visitor (Signature)

\_\_\_\_\_  
Witness Name (print)

\_\_\_\_\_  
Designated Family/Support Person or Visitor (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated Family/Support Person or Other Visitor - Telephone Number and Email Address

***\*Please Note: This Release and Waiver Agreement may be executed via counterpart and/or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a counterpart by way of facsimile or scanned and e-mailed shall be deemed to be as effective as delivery of an originally executed counterpart.***