



DESIGNATED FAMILY/SUPPORT PERSON & VISITOR LIABILITY,  
WAIVER AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

Initial

**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 RISK AT THIS TIME AND INTO THE FUTURE**

I \_\_\_\_\_ Designated Family/Support Person or Visitor (Circle one) wish to attend at \_\_\_\_\_ Manor (the Site) operated by The Brenda Strafford Foundation (BSF) I, for myself, my personal representatives agree as follows:

**COVID-19 VISITOR RELEASE AND WAIVER AGREEMENT**

*This **Covid-19 Release and Waiver Agreement (this "Agreement")** for visiting \_\_\_\_\_ (the "Site") will remain in effect for the duration of the COVID-19 pandemic as determined by the Chief Medical Officer of Health for the Province of Alberta.*

**1. Assumption of Risk**

I UNDERSTAND AND APPRECIATE AND ACKNOWLEDGE that there is a risk of illness, injury or other personal harm from attending the Site, including but not limited to:

- a. possible exposure to pathogens;
- b. possible spread of pathogens from me to others.

I ACKNOWLEDGE and agree the visitation may involve risks and dangers of injury, illness or sickness and these risks and dangers may be caused by my own actions or inactions, the action or inactions of others, and/or the condition in which the visitation takes place and I fully accept and assume all such risks and responsibility for losses, costs and damages which I incur as a result of my visitation at the Site.

**2. Release of Liability, Waiver of Claims and Indemnity Agreement**

IN consideration of BSF allowing me to attend the Site for the purposes of visitation, I AGREE:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Site and/or BSF, and their respective board members, officers, employees, agents, volunteers and independent contractors (all of whom are hereinafter collectively included in the term "Releasee") as a result of my visitation due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasee, and also including

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the failure on the part of the Releasee to safeguard or protect me from the risks, dangers and hazards associated with visitation at the site.

TO DISCHARGE, THE SITE NOT TO SUE, AND TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasee from any and all liability from any loss, damage, injury, illness or expense that I may suffer, or that my next of kin may suffer as a result of my visitation due to any cause whatsoever.

I AM SOLELY RESPONSIBLE to ensure that I have adequate medical/health insurance. The Site will not provide medical/health insurance. In the event of a medical/health problem, the Site accepts no responsibility for any costs associated with a medical/health problem nor will it pay for any medical/health expenses, which may be incurred by me.

I ACKNOWLEDGE, agree and represent that I understand that I am qualified, in good health and in proper physical condition to participate in visitation to the Site. I further agree that if at any time I believe my conditions to be unsafe, I will immediately discontinue further participation in visitation.

### **3. Agreement of Parameters**

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

- I will comply with the screening process *and policies and procedures in place at the Site* and be truthful in my responses;
- I have received a copy of the Safe Visitation Practice Guidelines, have read, understood and agree to comply;
- I have received a copy of the Safe Living Policy, have read, understood and agree to comply;
- I confirm I have been provided with the education requirements including review of the education videos (links identified in the Safe Living Guidelines), have received education from a Site representative on proper Personal Protection Equipment (PPE), visitation location, my travel route to the visiting location and acknowledge that I understand and will comply

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; and

Any litigation involving the parties to this Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

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

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT FOR THE DURATION OF VISITS DURING THE COVID-19 PANDEMIC.**

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  
Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Initials: \_\_\_\_\_