

Release of Liability, Waiver of all Possible Claims and Assumption of Risk

WARNING: BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

I hereby acknowledge that I have reviewed and understand and agreed to abide by the Tabor Village Visitor Policy (Appendix A) (dated July 13, 2020 and as may be updated from time to time) (the "Policy") for the purpose of visiting a resident of _____ (the "Location"). I accept and agree that any failure by me to abide by said policy will impact my visiting the Location and that I may be required to leave the Location and may be barred from future visits. If I have any concerns about my safety and wellbeing while at the Location, I take sole responsibility for asking all questions of staff members to my satisfaction prior to scheduling and participating in a visit.

I acknowledge and accept that there is a risk that I could be exposed to COVID-19 while attending at the Location. I also acknowledge and accept that while visiting, persons may be closer than the recommended physical distancing guidelines. I acknowledge and confirm that I am willing to accept these risks as a condition of attending at the Location to visit.

In consideration of Tabor Home Society permitting me to enter the Location, I agree to release Tabor Home Society and its officers, directors, employees, agents and volunteers (the "Releasees") from any and all actions, causes of action, claims, losses, expenses, demands, requests, damages or any recourse (together "Claims") whatsoever in respect of any personal injuries (up to and including death), loss of income or property or other damages, costs, losses or expenses that I may suffer or that may occur or arise as a result of exposure to COVID-19 during my visit to the Location.

I do hereby acknowledge and agree that notwithstanding the generality of the foregoing, I declare that I will not commence litigation or otherwise seek to recover damages or other compensation against the Releasees based on any action, claim, demand, request, loss or any recourse whatsoever arising from any potential or actual exposure to COVID-19 while attending at the Location.

I further acknowledge that the Releasees can rely on this Release of Liability, Waiver of all Possible Claims and Assumption of Risk as a complete defence to any and all Claims that may arise at any time.

I further agree to indemnify and hold harmless the Releasees from and against any Claims that may be brought against any of them in respect of, arising from or connected with my failure to abide by the Policy or the directions of any staff of Tabor Home Society during any visit to the Location.

I have carefully reviewed this Release of Liability, Waiver of all Possible Claims and Assumption of Risk and acknowledge that I fully understand the terms as set out above. I acknowledge that I am signing this Release of Liability, Waiver of all Possible Claims and Assumption of Risk voluntarily.

This Release of Liability, Waiver of all Possible Claims and Assumption of Risk shall be governed by the laws of the Province of British Columbia, and any and all litigation or claims arising from or connected to my visitation shall be brought solely in the Province of British Columbia.

If part of this Release of Liability, Waiver of all Possible Claims and Assumption of Risk is found to be invalid or unenforceable, that will not affect the validity of enforceability of any other part of this Release of Liability, Waiver of all Possible Claims and Assumption of Risk.

Name of Visitor

Signature of Visitor

Date

Appendix A:

Tabor Village Visitor Policy

Effective July 13, 2020

1. Each resident can have 1 identified visitor as a designated visitor.
2. The designated visitor is a person who has been named by the resident or substitute decision maker (SDM). There is no requirement that they provide for a specific need within the resident's care plan. Any changes required to the designated person will be reviewed by the Director of Care on an individual basis.
3. All visits will be by appointment only. Appointments must be requested in advance by the designate or resident. Visitors who arrive at the location without appointments will not be permitted to enter the facility. No pets or children can accompany the visitor.
4. No gifts, food or beverages will be permitted to accompany the visit. Gifts can be left at the reception office for delivery as per Tabor policy.
5. Visitors must provide their own approved medical mask and wear appropriately during the entire visit. Masks will not be provided. No visit will be permitted without a mask.
6. Visitors should complete the BC Self-assessment prior to the visit, and not visit if they feel unwell. <https://bc.thrive.health/covid19/en>
7. Visits will take place in the designated area only. Guests will not be permitted to access other areas of the building, such as washrooms.
8. Visitors who do not comply with these safety measures will have their visits restricted.
9. Visits will not be permitted during active outbreaks and may be limited at times due to other considerations.
10. At each visit, the visitor must:
 - Arrive 10 minutes prior to your scheduled appointment. Notify screener of your arrival and receive instructions.
 - Undergo a COVID-19 screening questionnaire and temperature check;
 - Wear an approved face mask continuously throughout their time in the care home. Instructions can be provided on how to put on and take off masks with proper hand hygiene before and after as necessary.
 - Visitors will be escorted to the designated visiting area by a Tabor staff member, and must remain at the designated area for the duration of the visit.
 - Residents with mobility restrictions can have in room visits. The visitor must maintain a 2 meter physical distance, wear a face mask for the entire visit, and remain in the resident's room for the duration of the visit.
 - Visitors must maintain a 2 meter physical distance between others in the care home. No hugging or hand holding. No sharing of food or beverages.
 - Visitors must not visit with any other residents.
 - Other personal protective equipment (PPE), as may be required. (provided)
 - Perform hand hygiene (including hand washing or use of hand sanitizer) on entry and exit from the building and entry or exit from rooms.