

Appendix E – Riverdale Terrace Waterfront Retirement Residence COVID-19 Waiver of Liability, Declaration, & Indemnity Agreement Template

[Disclaimer for Members: This template is a sample only and was prepared by the Lawyers at Torkin Manes LLP. All organizations are strongly encouraged to seek legal advice prior to the implementation of a waiver.]

The enforceability of any waiver or declaration depends on the nature of a particular organization’s operation, as well as the circumstances regarding how the organization implements the waiver. Legal advice should be sought by the organization in the event that the template requires revisions or additions to reflect the day-to-day operations. Further, organizations should seek legal advice with respect to implementation, as well as other recommended risk-mitigation protocols.

Organizations must acknowledge that waivers will not prevent lawsuits from being issued against them, but rather can limit liability exposure. Organizations must follow all legislative requirements while respecting resident’s rights]

COVID-19 WAIVER OF LIABILITY, DECLARATION, & INDEMNITY AGREEMENT

You are choosing to visit, perform contracted services at, or return to your residence at a senior living and retirement community. You acknowledge and agree that YOU DO SO AT YOUR OWN RISK, including the increased risk of contracting or transmitting the COVID-19 virus, or a variant thereof. You understand and acknowledge that COVID-19 may be present. *Riverdale Terrace* is taking prudent steps to implement and enforce appropriate protocols to keep residents and visitors safe, but we cannot assure you that you will not contract or transmit the COVID-19 virus.

By executing this Agreement, you agree that you will conform to any and all directives, recommendations, and protocols implemented by *Riverdale Terrace* for the entire duration of your attendance, whether you are a visitor, contractor, or a resident. Visitors and contractors agree that you will not enter *Riverdale Terrace* under any circumstances if you feel unwell, have a fever, exhibit a cough, are experiencing any other symptoms associated with COVID-19, or have any reason to believe you have been exposed to same. Residents agree that you will notify *Riverdale Terrace* staff prior to your return if you are experiencing any symptoms of COVID-19, if you have not adhered to COVID-19 safety protocols established by local Government and health authorities in the place you are returning from, and you will adhere to any self-isolation or testing/tracing protocols implemented by *Riverdale Terrace* staff.

Visitors and contractors further agree that, throughout the duration of your attendance at *Riverdale Terrace*, you will:

- Participate in active screening (including a Safety Review as applicable);
- Practice hand hygiene;
- Wear a mask/face covering at all times, as applicable;
- Practice physical distancing;
- Refrain from any close contact with others;
- Remain in designated visiting areas, as applicable;
- Inform staff immediately upon experiencing any symptoms related to COVID-19.

In consideration of being allowed to enter, or return to *Riverdale Terrace* subject to the guidelines or requirements of the *Ontario Ministry of Health and the Ministry for Seniors and Accessibility*), you ACKNOWLEDGE and AGREE that *Riverdale Terrace* WILL NOT BE LIABLE TO YOU IN ANY WAY if you contract or transmit COVID-19 as a result of your visit or stay at *Riverdale Terrace* including any subsequent physical or psychological symptoms that you may experience. Further, if you, your child, another visitor, a resident, or anyone on behalf of same, make(s) a claim against *Riverdale Terrace* as a result of your contraction or your transmission of COVID-19, YOU WILL INDEMNIFY, SAVE AND HOLD *Riverdale Terrace* HARMLESS from any liability, damage, cost, litigation expense, loss, or fees which *Riverdale Terrace* may incur as a result of such claim.

By completing and submitting this Agreement, you confirm that you have read and understand it, and that you are aware that you are waiving legal rights against *Riverdale Terrace*, INCLUDING THE RIGHT TO SUE:

Name / Signature of Visitor or Contractor (circle which one): _____/_____

Name / Signature of Resident(s): _____/_____

Name of Visiting Child/Children (if applicable): _____/_____/_____

Date: _____

AGREEMENT IN FULL FORCE AND EFFECT FOR ENTIRE DURATION OF ATTENDANCE AT RIVERDALE TERRACE

ONTARIO RETIREMENT COMMUNITIES ASSOCIATION
Riverdale Terrace Waterfront Retirement Residence

