

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (the  
"Agreement")**

**WARNING: READ CAREFULLY!  
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY RIVERSIDE HEALTHCARE AGAINST LEGAL LIABILITY FOR INJURY, ILLNESS (INCLUDING PSYCHOLOGICAL ILLNESS AND DISTRESS), DISEASE, PROPERTY DAMAGE AND OTHER FINANCIAL LOSSES ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE SPECIALTY & DIAGNOSTIC TRANSPORTATION PROGRAM**

## **Specialty & Diagnostic Transportation Program**

I, the undersigned Participant, agree and understand that this Agreement is a binding legal agreement. I understand that any clarification I require or questions or concerns I may have must be raised before signing.

I understand that this Agreement is made for my benefit and for the benefit of Riverside Health Care, and each of its directors, officers, employees, assigns, insurers, contractors, suppliers, agents, and volunteers (collectively, "Riverside").

I confirm that I am voluntarily participating in the Specialty & Diagnostic Transportation Program, which has a significant benefit to me. I wish to be transported as a passenger in a motorized vehicle operated by Riverside (the "Transportation Services"). As lawful consideration for being permitted to use the Transportation Services, I agree to all the terms and conditions set out in this Agreement.

**I agree to and will abide by the Rules for the Transportation Services as set out in full in Schedule A of this Agreement.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**IF CLIENT IS NOT YET 18 YEARS OLD OR HAS A LEGAL GUARDIAN, PARENT OR GUARDIAN MUST SIGN:**

*"I am the parent or guardian of the client using the Transportation Services, and I have the legal authority to sign on their behalf. I also agree on my own behalf to the terms of this Agreement."*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## RISKS

I understand that there are inherent risks ("Risks") associated with the Transportation Services.

I understand the Risks may be relative to my own state of fitness and health (including physical, mental, and emotional), and to the awareness, care, and skill with which I conduct myself. I further acknowledge that I am in the best position to assess the impact that the Risks may have on me. Examples of the Risks include, but are not limited to, personal injury, death, property damage, illness (including psychological illness and distress) resulting from:

- a. HEALTH: trauma; failure to self-administer medication.
- b. CONDUCT: my conduct and the conduct of other persons, including any physical altercation between persons; operator error.
- c. WAITING AT PICK-UP OR DROP-OFF LOCATION: exposure to inclement weather or wildlife while waiting; frostbite; hypothermia.
- d. TRANSPORTATION: delays; changes in schedule; cancellation of trip; inclement weather; road closures; route or schedule alterations; motor vehicle accidents; operator error.
- e. EQUIPMENT: faulty equipment or equipment failure; inaccessibility or unavailability of emergency equipment.
- f. EQUIPMENT BREAKDOWN: exposure to inclement weather or wildlife after breakdown; frostbite; hypothermia.
- g. EMERGENCY SERVICES: distance from and inaccessibility of emergency services, hospital, and medical providers.
- h. COMMUNICATIONS: inaccessibility or unavailability of communication services, including mobile / wireless service, radio communications, or telephones.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, as outlined above and otherwise. I acknowledge that some risks are unforeseeable, and not all potential risks can be listed in this Agreement. I freely accept and fully assume all Risks, even if Riverside is found to be negligent or in breach of any duty of care or any obligation to me, including any statutory duty, in respect of my use of the Transportation Services.

I and my heirs, next of kin, executors, administrators, and assigns agree to waive any and all claims that I have or may have in the future against Riverside in connection with my use of the Transportation Services.

I and my heirs, next of kin, executors, administrators, and assigns agree to release and forever discharge Riverside to the fullest extent permitted by law from all liability for all personal injury, death, property damage, illness, or other loss resulting from my use of the Transportation Services and due to any cause, WHETHER ARISING FROM THE NEGLIGENCE OF RIVERSIDE,

BREACH OF ANY DUTY IMPOSED BY LAW (INCLUDING BUT NOT LIMITED TO ANY STATUTORY DUTY), BREACH OF CONTRACT OR MISTAKE OR ERROR OF JUDGMENT OF RIVERSIDE, OR OTHERWISE.

I and my heirs, next of kin, executors, administrators and assigns further agree to fully and without limitation defend, indemnify and hold harmless Riverside from any and all actions, suits, claims, litigation, judgments, proceedings and demands for damages, loss or expense (including legal costs) of any kind whatsoever, including those involving negligence on the part of Riverside or any third parties that may be made or initiated by or on behalf of me or any of my heirs, next of kin, executors, administrators and assigns, arising out of or connected with my use of the Transportation Services.

I confirm that I am not relying on any oral, visual, or written representations or statements with respect to the safety of the Transportation Services other than what is set forth in this Agreement.

I agree that this Agreement and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation in any way relating to my use of the Transportation Services or to the matters addressed in this Agreement must be instituted in a court in the Northwest Region of the Superior Court of Justice.

If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

## SCHEDULE A

### Rules of the Transportation Services

The following are the Rules of the Transportation Services provided by Riverside Healthcare for non-emergency medical transportation (“Transportation Service”).

#### USE OF TRANSPORTATION SERVICE

- Clients must be 18 years of age or accompanied by a parent, legal guardian, or escort.
- Clients that require assistance with mobility or decision-making must be accompanied by an escort. Riverside may, at its sole discretion, require that a client be accompanied by an escort. At all times, the Driver of the Transportation Service has the right to refuse to transport a client without an escort despite any previous discussions, determinations, or use of the Transportation Service.
- All persons using the Transportation Service, whether as a client or someone accompanying the client, must sign the Agreement before they will be permitted to board.
- Transportation may be limited by availability and booked on a first come, first served basis.
- Transportation fees will be applied. All fees must be paid in full prior to departure. Payment methods include cash, debit/credit card, or cheque.
- Clients are solely responsible for any personal belongings they bring on the shuttle. Riverside Healthcare is not liable for lost, stolen or damaged property.
- Riverside Healthcare is not responsible for administering any medications during the trip. Clients are responsible for their own medications, and for bringing their own food/snacks/drinks in preparation for extensive trips.

#### SCHEDULING

- Clients are responsible for scheduling their own medical appointments. The Driver and Coordinator for the Transportation Service are not responsible for making or rescheduling appointments.
- If a client is not at the designated pick-up location at the scheduled time, the shuttle will wait 5 minutes and then depart and carry on its schedule.
- The Transportation Service may at times be late or cancelled due to circumstances outside the control of Riverside. Delays, rerouting, and cancellations are at the sole discretion of Riverside and the Driver for the Transportation Service.
- Clients ***must have a means of communication available*** to receive updates regarding delays or cancellations.
- In addition, because of unforeseen delays or cancellations, clients must wait in appropriate shelter (car or building) until the arrival of the bus. Clients must not be left alone at the designated stop in any circumstances.

- Clients must have a booked medical or social wellness appointment with date, time, and provider information made available to the coordinator at the time of booking.
- Riverside staff are not responsible for arranging or covering accommodations for overnight stays related to medical appointments. Clients who require accommodations must make their own arrangements.
- No shows will be monitored and may result in future limitations of Transportation Service use.
- Clients who are unable to return as planned due to the nature of their visit and or health conditions will be rescheduled with the next available trip or in conjunction with MSPT (Medically Stable Patient Transportation).
- Riverside is not responsible for delays due to breakdowns, weather, or other conditions beyond their control.
- No deviations from the booked itinerary or personal stops are permitted except in the sole discretion of Riverside.

#### CODE OF CONDUCT

- To ensure the safety and comfort of all passengers, unruly behavior will not be tolerated.
  - The Driver for the Transportation Service has the right to refuse transportation to any client FOR ANY REASON, including if they appear to be under the influence of substances.
  - Riverside has a zero-tolerance policy for:
    - abusive behaviour and/or language
    - smoking/vaping, or alcohol/drug use
    - physical, sexual, emotional, verbal, and financial abuse
    - neglect or failure to provide a client with services or assistance required.
- Any of the above may result in immediate removal from the bus, and authorities may be contacted, at the sole discretion of the Driver.