



Exhibit B

RELEASE OF LIABILITY, WAIVER OF CLAIMS

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

TO: SOS Supportive Outings and Services Inc. hereinafter called the “Company”

Assumptions:

- The client understands that SOS Supportive Outings and Services Inc. is a Service Provider which provides services to seniors and otherwise assisted individuals who are unable to undertake some or all of their desired assignments and activities because of impaired or limited mental and/or physical capacity (“the assisted individual”).

- The client also understands that SOS Supportive Outings and Services Inc. is prepared to undertake assistance to the aforementioned adults when retained by the client to do so, (the “retainer”) to provide respite or supportive assistance to the family members or caregiving adults responsible for the nurture and well- being of the assisted individual.

- By reason of unforeseen events, unexpressed assumptions and/or unreasonable expectations it is important and necessary for SOS Supportive Outings and Services Inc. to protect itself from lawsuits or charges that might be initiated while the agents of SOS Supportive Outings and Services Inc. are acting in good faith, with due diligence, and within the scope of their retainer by the Client:

IN RECOGNITION OF THE RECITALS ABOVE AND IN CONFIRMATION THEREOF:

Name: _____ DATE: _____

Address: _____, (“the Guardian”)

HEREBY AGREES THAT:

1. I am aware of the risks assumed by the Company in transportation, provision of services and association with _____ (the assisted individual).
2. I have provided all relevant information regarding the assisted individual to the Company and we have agreed that the Company will provide defined services to the assisted individual.
3. Cancellation of this contract, (excluding any unforeseen event), is 2 weeks' notice to the Company, for purpose of staff hour adjustments from their position.
4. I am aware that, if the Company becomes aware of, or ascertain any facts of which it was not previously advised in provision of services to the assisted individual, whether by reason of changes in the individual's mental or physical health or demonstration of behaviors that are considered, by the agent performing the service for the assisted individual, to be a risk to themselves or others, then the agent may refuse to continue providing services or vary the type of services and shall give notice as soon as practicable to the client about the reason for termination or variation of the services provided by the Company.

5. I am further aware that the Company and its agent are committed to make their best efforts to provide the services for which they were retained in a safe, predictable and conscientious manner, but that unforeseen circumstances arising may require unusual responses that are not described in the usual protocols of the Company and the agent. I accept that, in that case, an incident report shall be made and I will be entitled to a copy of that report.
6. In consideration of retaining the Company to provide services that are for my and my assisted individual's benefit, and in recognition that working with the assisted individual will sometimes take creativity and emergency decision-making by the agent, or the Company, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree as follows:

- To waive any and all claims that I now have or may in the future have against the Company and/or the agent, arising out of any aspect of the retainer to provide services to the assisted individual;
- To release the Company and the agent from any liability for any injury, including death that may be suffered under the *OCCUPIERS LIABILITY ACT* R.S.A. 2000, c.0-4, on the part of the Company to safeguard or protect the assisted individual from hazards, outside their course of employment. I further indemnify and hold harmless the Company and its agent from any and all liability for any property damage or personal injury to any third party resulting from the retainer and any services provided thereunder. The sole exception would be bodily injury or property damage to the assisted individual or any third party caused solely by the negligence or willful acts of the Company or its agent.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Agreement shall be governed by, and interpreted in accordance with, the laws and regulations of the Province of Alberta, and any litigation involving the parties to this Agreement shall be brought within the Jurisdiction of the Court of Queen's Bench of Alberta.

In entering into this Agreement, I am relying only on the recitals and Agreements of this document and of those attached hereto and provided herewith by the Company, and no other verbal or written communications or representations.

I confirm that I have read and understood the agreement prior to signing it, and I am aware the signing this Agreement I am waiving certain legal rights that I may have against the Company or its agent.

SIGNED THIS ____ DAY OF _____, 20 ____ AT _____.

SIGNATURE OF THE GUARDIAN _____

PLEASE PRINT NAME CLEARLY _____

SIGNATURE OF WITNESS _____

PLEASE PRINT NAME CLEARLY _____

Darcy Kline, SOS Director
100 Woodpark CL SW
Calgary, AB T2W6H1
P. 403.816.0428
F. 403.251.9221
Web: soscaregiver.ca