

## BC COVID-19 MEDICAL RESPONSE TEAM VOLUNTEER PROGRAM

### **VOLUNTEER AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (hereinafter the “Volunteer Agreement”)**

**BY SIGNING THIS VOLUNTEER AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

**PLEASE READ CAREFULLY!**

In response to the COVID-9 epidemic, students in health care disciplines in British Columbia (“Volunteers”) have undertaken to provide services including child care services (“Services”) to healthcare workers in their communities, (“Healthcare Workers”), to enable Healthcare Workers to continue to serve their communities during these unprecedented times.

The goal of the volunteer program is to pair Volunteers with Healthcare Workers for the provision of the Services. Please read this Volunteer Agreement carefully as it will govern the relationship between the Volunteer and the Healthcare Worker.

1. Only students 19 years of age and older in the healthcare profession with confirmed vulnerable sectors screening, CPR training, and vaccinations in accordance with their institutions are permitted to volunteer to provide the Services;
2. Students in any of the following category must not volunteer for the Program:
  - a. Students who have travelled outside of Canada in the last 14 days or who have been in close contact with those who have travelled outside of Canada in the last 14 days;
  - b. Students who are personally at risk due to medical conditions, or who regularly come into contact with vulnerable people in their own immediate circle;
  - c. Students with any symptoms of any infectious or respiratory illness (cold, runny nose, fever, cough, shortness of breath or difficulty breathing, etc.) in the last 14 days, or who have come into close contact with anyone with similar symptoms in the last 14 days;
3. Healthcare Workers shall provide Volunteers with safe working environments and conditions (e.g. in their homes) and shall not request that Volunteers complete errands that pose a risk of harm to the Volunteers or require Volunteers to attend at unsafe locations.
4. Volunteers and Healthcare Workers acknowledge that the risk of transmission of COVID-19 is increased by the social contact that will occur during volunteering. Volunteers and Healthcare Workers assume all such risks associated with volunteering and the provision of volunteer services, including the spread of illness to the volunteer, Healthcare Worker and persons living with them.
5. Volunteers and Healthcare Workers shall immediately inform each other if their risk level has changed (e.g. unprotected exposure to patient with COVID-19) or if they are experiencing any symptoms. Volunteers must immediately inform their Volunteer Coordinator or supervisor.
6. Volunteers will be assigned to only one family to minimize the risk of spread between households.

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7. It is understood that students are volunteering their time as it is needed. Healthcare Workers shall promptly reimburse Volunteers for purchases made on behalf of the Healthcare Workers (e.g. grocery runs).
8. Volunteers who do not have access to a personal vehicle for use in their volunteer role shall take a taxi or Uber instead of public transit and shall be reimbursed for these expenses by the Healthcare Worker. Volunteers are not entitled to compensation beyond reimbursement for expenses. Volunteers shall retain receipts for such expenses and shall provide such receipts to the Healthcare Workers within a reasonable time.
9. All Volunteers and Healthcare Workers shall keep a personal log of visits and interactions.
10. It is acknowledged that the Volunteers also have many personal and academic obligations during this difficult time. Healthcare Workers shall respect the Volunteers' time and schedules shall be reasonably and mutually agreed upon by the Healthcare Workers and the Volunteers.
11. Volunteers must not take or share photographs or videos of children or the Healthcare Worker's home without the express, prior consent of the Healthcare Worker.
12. Volunteers and Healthcare Workers acknowledge that this volunteer program is not operated, sponsored, affiliated or supervised by the University of British Columbia or the UBC Faculty of Medicine. The University of British Columbia is in no way responsible in law for the operation of this program.
13. Should the Healthcare Worker feel that their Volunteer match is not suitable, they should contact their Volunteer Coordinator. Due to the high volume of requests for volunteer services, a replacement match cannot be guaranteed.
14. Volunteers and Healthcare Workers acknowledge that this Policy is subject to change based on the evolving situation.

In consideration of the provision and acceptance of the Services, and the mutual covenants contained herein, the Volunteer and Healthcare Worker hereby agree as follows:

1. To be bound by and comply with the terms of this Volunteer Agreement;

2. **TO WAIVE ANY AND ALL CLAIMS** that either the Volunteer or Healthcare Worker has or may in the future have against each other, the University of British Columbia, the UBC Medical School, the members of the BC COVID-19 Medical Response Team and their respective advisors, supervisors, directors, officers, heirs, next of kin, executors, assigns and successors (hereinafter the "**Releasees**") **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that they, their family or next of kin may suffer as a result of the provision of the Services or participation in the Volunteer Program **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES. NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT FROM OR WARN OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE VOLUNTEER PROGRAM;**

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3. This Volunteer Agreement shall be effective and binding upon the heirs, next of kin, executors, administrators, assigns and representatives of the Volunteer and Healthcare Worker in the event of death or incapacity;
4. This Volunteer 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Volunteer Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

### VOLUNTEER

I HAVE READ AND UNDERSTAND THIS VOLUNTEER 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name	
Mobile No.	
Email:	
Signature	Date (dd/mm/yyyy):

### HEALTHCARE WORKER

I HAVE READ AND UNDERSTAND THIS VOLUNTEER 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name	
Mobile No.	
Email:	
Signature	Date (dd/mm/yyyy):