



Consent for Transportation to Seniors Activities

Residents Name:

Room Number:

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (HEREINAFTER, THE "RELEASE AND CONSENT")

I, the resident/Legal Decision Maker of the above named individual, hereby grant permission to the Resident (as noted above) to be transported to activities. I am aware that the Residents participation in the transport has inherent risks and hazards, and I **freely accept and fully assume all such risks and hazards**, and the possibility of personal injury, wrongful death and damage or loss to personal property resulting from the Resident's participation. I agree as follows:

- 1. TO WAIVE ANY AND ALL ACTIONS**, causes of action, claims or rights of claims for damages, costs, interest and demands of every kind and nature whatsoever that we or our heirs, executors, administrators, personal representatives, successors, assigns have or may have against AgeCare _____, sponsors, volunteer staff members, employees, directors, drivers, agents and any other persons acting on behalf of the AgeCare or assisting in any way (all of whom are hereinafter collectively referred to as the "**Releasees**") arising from the Resident's participation therewith due to any cause including negligence, breach of contract, or any other duty of care.
- 2. THAT AgeCare**, their volunteer staff, members, directors, and agents assume no liability for any accident, injury, death, and/or damage as a result of any aspect of the Residents participation.
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of, or personal injury to any third party, resulting from the Resident's participation.
- 4. TO ASSUME FULL LIABILITY OR RESPONSIBILITY WHATSOEVER** for personal injury, property damage or wrongful death, however caused, including but



not limited to, the negligence of the Releasees, whether passive or active, as a result of the Resident's participation.

6. THAT THIS AGREEMENT SHALL be effective and binding the Resident named above, our respective heirs, next of kin, executors, administrators, assignees, and representatives in the event of our death or incapacity.

7. THAT IN ENTERING INTO this Agreement, you are not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement. Additionally, I understand that I have the opportunity to seek independent legal advice prior to entering into this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT WE ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH WE, OR THE RESIDENT, OR OUR RESPECTIVE HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES, MAY HAVE AGAINST AGEACTE AND OTHER RELEASEES.

I/the resident have read, understood and agree with the above.

Printed Name _____ Date _____

Resident/Agent's Signature _____