

Personal Support Worker/Mediator Agreement

The following items are listed as the Code of Conduct for all City of Orillia Recreational Programming:

1. Zero Tolerance Policy – Swearing: Ensure the use of camp appropriate language including the prohibition of verbal use by way of derogatory comments and innuendo.
2. Hands Off Policy – Under no circumstance is physical violence ever permitted. Under no circumstances are alcohol or non-medical drugs permitted on site.
3. Being found under the influence of alcohol or non-medical drugs is grounds for immediate dismissal.
4. No smoking is allowed on site.
5. Do not deal with other participants in the program. If a situation arises please let a City of Orillia Staff member know so they can deal with the situation.
6. Absolutely no pursuit of personal relationships between paid or volunteer staff during program hours.
7. All Personal Support Workers / Mediators are required to submit a clear Vulnerable Sector Check, at their expense.
8. Above all else, we would ask that you enjoy yourself and have respect for all persons you come into contact with. We believe this Code of Conduct to be of the utmost importance in trying to get our participants to become respectful, courteous, responsible and confident citizens of our community.

Personal Support Worker/ Mediator Expectations and Responsibilities

1. Supervises, facilitates and disciplines the participant they are assigned to with special needs in safe, planned activities.
2. If necessary, you will work with the City of Orillia Community Services staff to make the necessary adjustments/adaptations to games or activities to accommodate the needs of their participant.
3. Personal Support Workers / Mediators must wear the proper attire at all times.
4. If a situation arises where there is a conflict or incident with their participant that requires extra assistance, the City of Orillia Community Services staff should be notified so that they can assist and/or call in necessary support such as the Aquatics Coordinator, Fitness Coordinator, or Recreation Program Supervisor.
5. The Personal Support Workers / Mediators primary concern at the program is the inclusion participant. We strongly encourage Personal Support Workers / Mediators to **participate** in all games and activities and should not be interacting with other participants. They are primarily a support worker for their assigned participant.
6. Personal Support Workers / Mediators work towards integrating their participant into the program, and still hold them to the same rules as all other participants (no hands on, following instructions, etc). While they may need special adaptations, they should not be exempt from rules that ensure their safety.
7. Any questions, concerns or feedback, Personal Support Workers / Mediators may have can be directed to the Recreation Program Supervisor as seen fit.

Terms of Registration (Important - Please read)

WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION:

Personal information on this form is collected in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M. 56 under the authority of the Municipal Act 2001, S.O. 2001, c 25 and will be used by the City of Orillia for the operation of recreation programs/activities. Questions about this collection should be directed to the Freedom of Information Co-ordinator. In consideration of the acceptance of my application or that of the minor whose name appears thereon, of who I am the legal guardian, and give the permission to participate in a recreation program/activities sponsored by the Corporation of the City of Orillia, I hereby waive and forever discharge and indemnify and save harmless the Corporation of the City of Orillia, its employees, volunteers, partner organizations, agents, sponsors, officers and elected officials from all claims, damages, costs and expenses in respect to injury or damage to my/their person or property, however caused, which may occur as a result of my/their participation in the recreation program in any location (such as Bio Stairs, field trips, organized swims etc.) where the recreation program is being held.

PHOTO WAIVER:

Unless the participant or guardian indicates in writing, City of Orillia will assume permission is given for photos or video taken during any recreation program/activity to be used to promote recreation. If permission is not granted, please email the participants name and recreation program enrolled in to recreation@orillia.ca and request that permission for pictures be revoked. Recreation and Youth Services will attempt to honour the request however, as most recreation programs take place in public settings it cannot be guaranteed.

ELEMENTS OF RISK:

The participant and/or their guardian acknowledges that the participant is physically and medically fit to participate and voluntarily assumes any risk of injury or damage in connection with the participating in this activity. The participant and/or their guardian agrees to abide by all rules and regulations pertaining to the use of specialized equipment such as Rockwall, Bio Stairs, Diving Boards etc. Participating in this program/activity involves certain elements of risk including but not limited to cuts, abrasions, sprains, fractures, spinal injury, brain injury or even death. The risk of sustaining injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the physical condition and actions of the participant.

The risk of sustaining these types of injuries can occur without any fault of the participant, or the Corporation of the City of Orillia, its employees, agents, council members, or the facility where the activity is taking place. By choosing to participate in the activity, I am fully accepting the risk that I/participant may be injured

CONSENT TO MEDICAL TREATMENT:

The participant and/or their guardian hereby gives their permission for City of Orillia employees or volunteers to provide or arrange for such first aid or other medical treatment or care, including but not limited to transportation to hospital, as such employee or volunteer may consider necessary or advisable. The participant and/or their guardian understand that all costs related to such actions shall be the participant's and/or the guardian's responsibility and I agree to pay for and/or reimburse the City of Orillia for whatever costs that are incurred.

REFUND POLICY:

Refunds/credits will only be issued for cancellation/refund requests up to 24 hours prior to the start of a program with an administrative fee of 10%. Please visit the S.U.N. System to withdraw from a program seven days prior to the start. Medical refund requests must be accompanied by a doctor's certificate/note and the 10% administrative fee will be waived. It will only be processed up to the halfway point of any recreation/culture program. Absolutely no refunds will be given after the mid-point of a program. The refund will be pro-rated based on the number of classes left in the program at the time the request is received, regardless of the date the registrant stopped attending the program. Account credits will expire 24 months after the date of the original credit entry. Refunds/credits will only be issued up to seven days prior to the start of a program with an administrative fee of 10%.

Refunds/credit requests for Fun Passes (memberships) will be reviewed on a case by case basis.

COVID 19:

Communicable diseases such as COVID-19 can be a worldwide pandemic as defined by the World Health Organization.

The City of Orillia ("the City") has put in place preventative measures to reduce the spread of COMMUNICABLE DISEASES; however, the City cannot guarantee that you or your child(ren) will not become infected with a COMMUNICABLE DISEASE. Further, attending a City recreation/culture program could increase your risk and your child(ren)'s risk of contracting a COMMUNICABLE DISEASE.

By signing this agreement, I acknowledge the contagious nature of COMMUNICABLE DISEASES and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by a COMMUNICABLE DISEASE by attending a City recreation/culture program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COMMUNICABLE DISEASES at a City recreation/culture program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the City's programs or participation in the City's programs programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COMMUNICABLE DISEASE infection occurs before, during, or after participation in the City's programs.

I have read and understood all of the above statements.

Personal Support Worker/Mediator

Date

Parent/Guardians Signature
(If under the age of 18 years)

Date

Disclaimer of Liability & Release of Claims

Important- Please read carefully

This Disclaimer of Liability and Release of Claims is to be executed by the Personal Support Worker / Mediator, or if the Personal Support Worker / Mediator is a minor, by the participant's parent/guardian. In consideration of the City of Orillia accepting this Agreement agree to this Disclaimer of Liability and Release of Claims.

Disclaimer: The Personal Support Worker / Mediator assume all risks associated with his or her participation on the programs offered by the City of Orillia. The City of Orillia accepts no liability for bodily injury, death, property or loss due to any cause whatsoever, including, without limitation, negligence on the part of the City of Orillia, including its elected officials, employees and agents.

Release: The Personal Support Worker / Mediator and his or her parents/guardians waive any and all claims they may now and in the future may have against, and release from all liability and agree not to sue, the City of Orillia, and its elected officials, employees and agents. This release includes all claims for bodily injury, death, property or loss sustained by the Personal Support Worker / Mediator as a result of his or her participation in the programs offered by the City of Orillia including, without limitation, negligence on the part of the City of Orillia, its elected officials, employees and agents. I hereby give permission for Community Services Program staff to take photographs of my child, children or myself. I understand that the photographs may appear in the Parks, Recreation and Culture Program Guide and/or City of Orillia's web site and social media.

I _____ hereby declare I have not been convicted of a crime in which I have not received a pardon, nor have I been convicted with any sexual assault charged.

I have read and understood all of the above statements.

Personal Support Worker/Mediator

Date

Parent/Guardians Signature
(If under the age of 18 years)

Date