

REVY TRUSTED CARE INFORMED CONSENT & WAIVER OF LIABILITY AGREEMENT

INTRODUCTION

Revy Trusted Care ("RevySitters") provides a referral service connecting parents/guardians ("Client") with independent babysitters ("Babysitter"). The Babysitters are independent contractors and not employees or representatives of RevySitters.

By signing this agreement, the Client acknowledges and agrees to assume all risks and responsibilities associated with engaging a Babysitter through RevySitters.

RISKS ASSOCIATED WITH BABYSITTING IN REVELSTOKE, BC

Babysitting services arranged through RevySitters may take place in a **child's home, holiday accommodation, or in public areas** such as parks, libraries, cafés, and recreational spaces. Babysitting inherently involves **potential risks**, including but not limited to:

- **Outdoor Hazards:** Uneven terrain, icy/slippery surfaces, extreme weather, interactions with wildlife, and exposure to environmental allergens.
- **Public Environment Risks:** Crowded areas, potential exposure to contagious illnesses, and risks associated with supervising a child in an open public setting.
- **Physical Activities:** Trips, falls, minor injuries, or incidents occurring during play, sports, or movement-based activities.
- **Medical Emergencies:** Allergic reactions, choking hazards, sudden illnesses, or injuries requiring emergency medical attention.
- **Transportation Risks:** If a Babysitter is requested to accompany a child in public transportation or a vehicle (note: **Babysitters do not provide transportation**).
- **Unforeseen Incidents:** Any other risks related to childcare, including behavioral issues, accidents, or interactions with other individuals.

INDEPENDENT CONTRACTOR STATUS

The Babysitters referred by RevySitters are **independent contractors**, meaning:

- They are not employees, agents, or representatives of RevySitters .
- The Client acknowledges that they are taking a risk in booking an unknown babysitter through the RevySitters website.
- RevySitters does not supervise, train, or control the Babysitter beyond ensuring they meet minimum screening requirements.

RevySitters DUTY OF CARE & SCREENING PROCESS

RevySitters makes reasonable efforts to connect Clients with Babysitters who meet the following criteria (verified at the Company's discretion):

- A valid Police Check with Child Protection Check
- Right to work in Canada verification
- A current First Aid & CPR Certification
- Current ID verification

Beyond these checks, **RevySitters does not guarantee** the performance, safety, or suitability of any Babysitter. The **Client** (the Parent or Guardian) **assumes all responsibility** for choosing to use the RevySitters babysitting services.

SCOPE OF RELEASE & WAIVER OF LIABILITY

By engaging the services of a Babysitter through RevySitters , the **Client fully assumes all risks** and agrees to the following:

- The Client **waives, releases, and discharges** RevySitters , its owners, employees, affiliates, and representatives from any and all liability, claims, damages, injuries, losses, or causes of action, **including those related to negligence**, arising from the babysitting services to the child.
- The Client **agrees not to hold RevySitters liable** for any incidents, property damage, injury, illness, or disputes occurring during or as a result of babysitting services.
- The Client acknowledges that **any agreement made between the Babysitter and the Client is independent of RevySitters** and that all liability for the child's care rests with the Client.

INDEMNIFICATION

The Client agrees to **indemnify and hold harmless** RevySitters from any claims, demands, damages, or legal expenses arising from:

- Injuries or accidents involving the child(ren) while under the care of a Babysitter.
- Property damage or loss incurred during babysitting.
- Any claim brought by a third party related to the babysitting services.

ACTIVITY RESTRICTIONS

For the safety of all children, **Babysitters have been instructed NOT to:**

- Take children into **open water** (e.g., lakes, rivers, the ocean). Exception: **Public, lifeguarded swimming pools.**
- Engage children in **dangerous high-performance sports**, including but not limited to **mountain biking, skiing, snowboarding, rock climbing, or extreme sports.**

It is the responsibility of the Client to ensure that any planned activities comply with these restrictions.

PARENTAL RESPONSIBILITY & DUTY OF CARE

The Client acknowledges that they are fully responsible for:

- Communicating all care instructions, safety guidelines, and activity restrictions to the Babysitter.
- Ensuring that the Babysitter is aware of any medical conditions, allergies, or special requirements for their child(ren) in writing before the sit is booked.
- Being available for emergency contact during the babysitting period.
- **Assuming full responsibility** for any incidents, injuries, or damages that occur while using a Babysitter arranged through RevySitters .

GOVERNING LAW & DISPUTE RESOLUTION

This **Waiver of Liability** shall be governed by the laws of **British Columbia, Canada**. Any disputes arising from this agreement shall first be resolved through **mediation**, and if unresolved, through **arbitration** in British Columbia.

By signing below, I confirm that I have read, understood, and agreed to the terms of this **Waiver of Liability**. I acknowledge that I am voluntarily assuming all risks associated with using a Babysitter referred by RevySitters .

NO LEGAL ACTION AGAINST RevySitters

The Client agrees that they **will not sue, file a claim, or take any legal action** against RevySitters , its owners, employees, affiliates, or representatives for any incidents, injuries, damages, or disputes arising from the babysitting services provided by an independent Babysitter.

The Client acknowledges and agrees that:

- RevySitters is **not liable** for any negligence, misconduct, accidents, or damages caused by the Babysitter.
- The Client **fully waives their right to seek damages, compensation, or claims** against RevySitters in any capacity.
- This agreement serves as a **complete release of liability**, preventing the Client from holding RevySitters responsible for any harm, loss, or injury that may occur during or as a result of babysitting services.

By ticking the box and booking with RevySitters the Client expressly **waives any right to pursue legal action** against RevySitters for any reason related to the services provided by the Babysitter.