

RISK NOTE

SUBJECT: When others use your bathing facilities

Many Health Care Agencies (HCA) in the Province have specialized bathing equipment (e.g. century tubs, adapted showers, specialized lifts, etc.) to facilitate bathing for select populations. Outside agencies (e.g. home care) or individual disabled persons who are not HCA clients periodically ask permission to use these facilities. If the HCA agrees to such use, steps should be taken to manage the risks.

- 1. There should be a written agreement between the HCA and user groups or individuals who carry insurance, which includes the following clauses:
 - a) Indemnification & Hold Harmless:
 - b) Liability insurance;
 - c) Waiver of Subrogation.

Please refer to our Risk Note entitled "When others use your facilities" for more complete discussion and sample agreement clauses.

- Certain individuals may not have home-owners or tenant's liability insurance. They
 MUST sign a Liability Release with Indemnity Form instead of the written agreement.
 A sample release is attached to this Risk Note.
- 3. All users must agree to follow all HCA policies, especially those related to safety and infection control.
- 4. HCA ensures all users have appropriate training in the use of the equipment.
- 5. HCA maintains its facilities and equipment in safe working order.
- 6. HCA maintains a facility use log to include time, place, check in procedure, maintenance, etc.

Published by the Health Care Protection Program

It should be clearly understood that this document and the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate. If you have any questions about the content of this Risk Note please contact your organization's risk manager or chief risk officer to discuss.

Sample Liability Release with Indemnity (ONLY for Individuals without Insurance)

WARNING: This document affects your legal rights. Please read carefully.

or damage suffered by any person ari in the HCA including but not limited to	ealth Care Agency (HCA) is not responsible for any loss ising from or related to the use of its [name equipment] any acts, errors, or omissions of any caretaker who CA's [name equipment] for any reason.
AGREEMENTS:	
to use its [name equipment] on HCA puse of the [name equipment] at the Hashall be relieved of all liability for lossefrom or related to my or my caretaker further agree to indemnify the HCA for	the HCA permitting me and my caretaker (if applicable premises at the HCA, to assume all risks involved in the CA. I/We agree that the HCA, its servants or agents es and damages of all and every description arising is use of the [name equipment] at the HCA. I/We are any losses or damages which it may become liable to a arising from or related to the use of [name equipment]
	nineteen (19) years of age and I have read this Liability aimer Clause as evidenced by my signature.
SIGNED IN THE PRESENCE OF:	
Name)	
Address)	Signature
Occupation (witness))	Print Name of Person Wishing to use [name equipment]
)))	Signature
))	Print Name of Caretaker or person accompanying

Updated: June 2007

DISCLAIMER CLAUSE: