



LETTER OF AGREEMENT

Between:

_____ (the "Participant") and *Down Syndrome Association of Simcoe County (DSASC)*
(insert name of program participant)

Welcome! The Down Syndrome Association of Simcoe County is a volunteer-driven charity, working together to increase public awareness and acceptance, while supporting and enhancing the lives of our children. Our Young Adults Day Program (YADP) is designed to provide a safe, secure, and enriching environment for participants living with Down syndrome who are aged 13 and older. As part of our program, we aim to teach and encourage responsibility and respect. This Letter of Agreement and Release Form outlines the responsibilities of both the DSASC and all participants.

The DSASC will:

- A. Provide the Young Adults Day Program from 9am-4pm Tuesday, Thursday and Friday for the session in which the Participant is registered.
- B. Promote a space where participants are safe and treated with respect and dignity.
- C. Respect the right to privacy of the Participant and keep confidential all personal information gathered in the course of providing the Young Adults Day Program.
- D. Offer a variety of activities that promote wellness and independence, such as cooking skills, meal planning, life skills such as money and time, physical activity, volunteering in the community, arts, literacy, and self-regulation.
- E. Provide updates about the Participants and their day to caregivers by the YADP staff.
- F. Complete an incident form to communicate with parents any safety/behavioural concerns.
- G. Communicate with the Participants and their caregiver(s) regarding any changes in circumstances and to discuss issues that affect our ability to safely provide support.
- H. Notify the Participants as soon as possible if the program is closed due to inclement weather or unplanned events. DSASC will strive to have a supply list in the event of staff absence to minimize the need for program closures.
- I. Not be responsible for any damage or loss of personal possessions while at the YADP or while participating in a YADP activity. Participants should not bring valuables to the YADP.

The Participant and their parents/caregivers will:

- A. Show respect to other participants and treat them as I would like to be treated.
- B. Show respect to staff and cooperate with their instructions.
- C. Communicate in an appropriate manner, refraining from using foul language or gestures, harsh words or tone of voice.
- D. Conduct myself responsibly to avoid risky (or unsafe) horseplay, unwelcome teasing or other unkind behaviours that negatively impact other participants' program experience.
- E. Use program equipment, supplies, and facilities safely and as directed.
- F. Refrain from use of electronic devices or personal items from home which are not part of my program experience.
- G. Remain with my program group at all times and not leave the program group without permission.
- H. Refrain from deliberately causing bodily harm to other participants or staff. I understand that pushing, kicking, hitting or fighting are not acceptable and will not be tolerated.
- I. Be fully responsible for my actions and understand that failure to fulfill these responsibilities will result in



being dismissed from the YADP. Any damages caused by the Participant to the property of DSASC or the property or facilities where YADP activities are taking place will be the financial responsibility of the Participant and their parent/legal guardian.

- J. IN CASE OF MEDICAL EMERGENCY, I give permission to the physician and/or DSASC staff or volunteers to hospitalize, secure proper treatment for the Participant as advised or otherwise deemed necessary by a medical professional. Every effort will be made to contact the parent/legal guardian beforehand.
- K. I confirm that the Participant is capable of participating safely in the YADP and recognize it is my responsibility to ensure the Participant only participates in those activities for which they have the required skills, qualifications and physical conditioning.

The parents/caregivers will:

- A. Complete required registration forms and pay invoice prior to program start. Complete and return permission forms as needed for outings. Participants will not be able to attend the program without completed forms or payment.
- B. Update DSASC staff or volunteers on any new medical conditions/information not listed on participant registration form prior to camp.
- C. Pick up the Participant promptly if the program staff notify them due to illness or safety concerns.

Additional Supports

The Young Adults Day Program is staffed at a 1:3 ratio. If it is determined by program staff that the Participant is not able to participate in the program safely at this ratio and requires additional support, the parent/legal guardian will be given the option of either withdrawing the Participant from the program with a refund for unused days, or paying and providing for 1:1 support. Parents/legal guardians or caregivers accompanying participants to the program is not permitted.

Conduct Management

Minor incidents will be brought to the Participant's attention and suggestions will be made on how to make better choices. Continued violations of this agreement will result in time-out and notification of the parent. The staff will document safety or behavioural concerns using the incident form. The parent/legal guardian will receive a copy of this form by paper or email and need to sign or electronically acknowledge receipt of the form. The staff will seek parental support to resolve issues and to encourage positive program participation. Participants who remain disruptive or uncooperative after consultation with the parents may be dismissed from the program. It is the responsibility of the caregiver to make immediate arrangements to pick up the Participant if this is deemed necessary by program staff.

Illness/Head lice

If the Participant is deemed too ill/contagious to participate in the program, or if it is determined that the Participant has head lice, the parent/caregiver will be asked to pick up the participant immediately. The expectation is that the participant will return only once they are well/24-hours after last symptoms/non-contagious and/or lice-free.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK



- A. I acknowledge that I am voluntarily participating in the YADP. I freely accept and fully assume any and all of the risks, dangers, and hazards involved and the possibility of personal injury, death, or property damage.
- B. In consideration of registering for the Young Adult Day Program, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself, my heirs, executors, administrators and assigns HEREBY RELEASE, WAIVE and FOREVER DISCHARGE the Down Syndrome Association of Simcoe County, its affiliates, associates, directors, officers, employees, volunteers or agents (the "Releasees") of and from all claims, liabilities, demands, losses, payments, actions, causes of action, damages, costs and expenses, whether in law, contract, tort, statute or equity, including, without limitation, death, injury, loss, illness or damage to my person or property HOWEVER CAUSED, KNOWN OR UNKNOWN arising or to arise by reason of my participation in the YADP and notwithstanding the same may have been contributed to by the negligence of any of the Releasees ("Claims").
- C. I further undertake to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY the Releasees, to the fullest extent permitted by law, from and against any and all Claims, including all costs, expenses and legal fees, incurred by each of them or all of them arising as a result or in any way connected to my participation in the YADP. I agree not to make any claim, or take any proceedings against any other person or corporation entitled to claim contribution and indemnity, under the provisions of any statute or otherwise, from the Releasees, in respect of any Claim.

RELEASE OF LIABILITY AND GRANT OF USE OF LIKENESS

- A. I grant the Down Syndrome Association of Simcoe County, its affiliates, advertising and promotional agencies and their agents, the irrevocable, unrestricted right to use, publish and display and distribute materials bearing my name, voice, likeness or any other identifiable representation of myself. I agree that all material containing any identifiable representation of myself shall be and remain the sole and exclusive property of the Down Syndrome of Simcoe County.
- B. In consideration of registering for the Young Adult Day Program, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself, my heirs, executors, administrators and assigns hereby RELEASE AND FOREVER DISCHARGE the Releasees from any and all liability and damages relating to the use of my name, voice, likeness or any other identifiable representation of myself. I further hereby WAIVE ANY RIGHT I may have to inspect or approve the finished materials or any part or element thereof that incorporates by name, voice, likeness or any other identifiable representation of myself.

By registering for the YADP, I acknowledge that I have READ, UNDERSTOOD AND AGREE to the above AGREEMENT, RELEASE, WAIVER AND INDEMNITY, and to all of the terms presented in this letter and I WARRANT that I am physically able to participate in the YADP.

Signatures:

I confirm I am a legal guardian or parent of the Participant and that all legal guardians(s) are in agreement and are aware the Participant is attending The Young Adults Day Program. I have reviewed this letter of agreement and

