

Caregiver Service Agreement with Mutual Waiver of Liability and Release of Claims Between Bootchie's Love caregiver services, a corporation organized and existing under the laws of the state of Hawaii; Whereas, undersigned recipient fully understands that Bootchie's Love is (a) a non-medical Caregiver Provider, (b) is not licensed to perform medical services, and (c) both Bootchie's Love and recipient are willing to release, discharge, acquit, and forgive any and all claims, actions, suits, demands, liabilities, judgment, and proceedings both at law and in equity, arising from the during the terms of this agreement, such as are caused directly by the negligent acts or omissions by caregiver or recipient and which result in bodily injury or property damage; Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The purpose of this Agreement is to set out the terms of employment and to establish what assistance caregiver will provide to the recipient.
2. Caregiver will assist the recipient at home or any place agreed upon by both caregiver and recipient.
3. Caregiver will provide careful, kind and compassionate care to assist recipient with the activities of daily living such as bathing and meal prepping, scheduling medication, assistance with mobility, accompanying recipient on errands and appointments, companionship and basic needs.
4. Personnel of the caregiver will work according to a schedule established by the recipient and caregiver and said schedule will not be altered without at least 72 hours advance notice to caregiver (to allow caregiver to approve the alteration or make other arrangements.)
5. This agreement may be terminated at will by either recipient or caregiver with 2 weeks advance notice.
6. Recipient and caregiver acknowledge that caregiver is an independent contractor and is not an agent, partner, joint venturer nor employee of recipient. Caregiver has no authority to bind or otherwise obligate the recipient in any manner nor shall either represent to anyone that he/she/it has a right to do so.
7. Recipient hereby grants consent to caregiver to arrange for emergency medical care and treatment necessary to preserve the health of the recipient. In the event that recipient is injured or ill while under the care of the caregiver, recipient hereby give permission to caregiver to provide first aid for said recipient and to take the appropriate measures, including contacting the Emergency Medical Service (EMS) system and arranging for transportation to the nearest emergency medical facility. In the occurrence of any such emergency, caregiver shall contact, as soon as possible the individual stated in the emergency contact along with the physician on file.
8. In the event the emergency contact person on file cannot be located to make emergency medical decisions for the benefit of the recipient, if such medical care becomes essential, the recipient gives permission to the caregiver to make such decisions regarding such treatment as deemed appropriate by the medical doctor, hospital or their authorized designee. In furtherance of any such emergency treatment decisions to be made by the caregiver for the benefit of recipient, recipient is responsible for all charges in connection with the care and treatment rendered to recipient during this period.
9. Recipient and caregiver each individually personally assume all risks and liabilities connected with recipient using caregiver's services and agree to indemnify and hold harmless each other against any liability which may be assessed against him/her/it as a direct or indirect result of providing the services of caregiver. Recipient and caregiver each agree that neither party will institute, cause to be filed, promote, participate in or otherwise become involved in any action, whether civil, administrative or otherwise, against the other regarding the services. Each party will indemnify

and hold harmless the other regarding claims which arise from or relate to any of the caregiver's services. Each party, to the full extent allowed by law, hereby waives, forgives, releases and discharges the other party from and against any liability for any and all harm (including, but not limited to, physical injury, emotional injury or death) to the other party, whether arising from negligence or otherwise, and any other actions, suits, proceedings, hearings, investigations, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and/or fees, including court costs and reasonable attorneys' fees and expenses in relation to this agreement, whether such claims or losses are contingent, actual, known or unknown, anticipated or unanticipated, liquidated or unliquidated, that arise from, or are made with respect to any relationship between caregiver and recipient and the services provided. 10. As used herein, the term caregiver shall be deemed to include Bootchie's Love, its employees, officers, directors and/or agents. 11. Recipient hereby acknowledges that they have read the foregoing agreement and understand its contents.