

## **GUTSY SUPPORT TERMS AND CONDITIONS**

### **Overview**

Welcome to the Gutsy Peer Support Program (the "Program").

Crohn's and Colitis Canada ("CCC") is the only national, volunteer-based health charity focused on finding the cures for Crohn's disease and ulcerative colitis and improving the lives of children and adults affected by these diseases. CCC has established the Gutsy Peer Support Program as a place for sharing experiences about living with inflammatory bowel disease ("IBD"), as well as giving and receiving support to help cope with living life with IBD. Please read these terms and conditions carefully as they govern your access to the Program.

The most important provisions are:

- controlled access: The Program is only offered to individuals who apply to participate.
- your rights and responsibilities as a participant including your obligation to indemnify us against certain claims, as well as disclaimers of, and limitations on, our liability; and
- suspension, cancellation and termination rights.

By registering for the Program, you give your informed consent to your participation in the Program and your authorization to CCC to locate a suitable placement for you in the Program, as a group participant, as a mentee in one-on-one support sessions, or as a volunteer facilitator or mentor, or otherwise as you may agree.

Program participants are defined as the following:

- mentor: An adult (18 years or older) with lived experiences of IBD or a caregiver of someone with IBD that provides peer support to a mentee.
- mentee: An adult (18 years or older) that is either living with IBD or is a caregiver of someone with IBD, that is seeking one-to-one peer support.
- volunteer facilitator: A mentor that leads online peer support for a group participants that include people living with IBD and caregivers.
- group participant: An adult (18 years or older) that is either living with IBD or is a caregiver of someone with IBD, that is seeking support from their peers.

As a volunteer facilitator or mentor, you agree and understand that you must not give medical advice (including opinions, comments and suggestions that personalize medical information and influence treatment decisions or referrals to medical practitioners), but for the purposes of the Program, you may share information about your personal experiences of living with (or caring for someone with) Crohn's disease or ulcerative colitis. You recognize that participants are all likely at different points in their journey with IBD, and that everyone has the right to share as much or as little as they feel comfortable with.

As a mentee or group participant, you understand that the Program is facilitated by volunteers

with IBD, and not by a medical or mental health professionals and the Program is not a clinical support group and does not replace professional counselling or advice from your medical specialists. If you require this type of support, you must seek it externally.

**IF YOU ARE IN CRISIS OR REQUIRE MORE IMMEDIATE ASSISTANCE, PLEASE CALL 911 OR VISIT YOUR NEAREST EMERGENCY DEPARTMENT.**

### **Enrolling as a Program Participant**

As a participant in the Program you agree to abide by these terms and conditions, and you understand that CCC may terminate the Program or your involvement in it for any reason at any time including as a result of a failure to abide by:

- these terms and conditions which are available online at: [www.crohnsandcolitis.ca/Support-for-You/Peer-to-peer-support](http://www.crohnsandcolitis.ca/Support-for-You/Peer-to-peer-support)
- CCC's Code of Conduct available online at: [www.crohnsandcolitis.ca/About-Us/Policies/Guidelines-for-Business-Conduct](http://www.crohnsandcolitis.ca/About-Us/Policies/Guidelines-for-Business-Conduct) ; and
- CCC's Privacy Policy available online at: [www.crohnsandcolitis.ca/About-Us/Policies/Privacy-Policy](http://www.crohnsandcolitis.ca/About-Us/Policies/Privacy-Policy)

In order to enroll and participate in the Program you must first complete a registration form by providing the information that CCC needs in order to complete your profile.

You may cease to participate in the Program at any time.

By applying to participate you consent to the collection and use of your personal information by CCC as contained in your Program profile. You must provide accurate and truthful information about yourself when you complete your profile and you must keep that information up to date as your circumstances change. Your personal information is protected in accordance with CCC's privacy policy available at: [www.crohnsandcolitis.ca/About-Us/Policies/Privacy-Policy](http://www.crohnsandcolitis.ca/About-Us/Policies/Privacy-Policy).

When you register to participate in the Program you will create a username and a password. Your password will give you access to your profile and to the Program's online facilities. You must keep your password confidential at all times. Your password may only be used by you and must not be shared with any other person.

You will be able to access your profile and the Program's activities and online facilities once CCC confirms to you that your profile has been accepted. CCC may decline an application for any reason including to limit participation in order to maintain the quality and effectiveness of the Program or to exclude a participant who does not comply with these terms and conditions.

While CCC will use its best efforts to make the Program's online facilities available it does not guarantee that they will be available in a timely uninterrupted manner. CCC may interrupt the Program's online facilities to perform maintenance or upgrades.

If you are participating in the Program as a volunteer you agree that your relationship with CCC is limited to a volunteer position as set out in more detail in the position description that has been provided to you and that no compensation is provided in return for services you may provide. CCC will not provide any benefits to you such as those traditionally associated with employment and you are responsible for your own insurance coverage in the event of personal injury or illness as a result of your service as a volunteer to CCC. You understand that prior to starting your volunteer duties, you must complete the online volunteer training provided by CCC (the "Training") and act at all times within the professional boundaries outlined during the Training.

### **One-on-one and Group Support Sessions**

Support sessions are designed to provide advice on how to deal with aspects of everyday living with Cohn's or Colitis including challenges at work, in school, in relationships, in dealing with stress or anxiety, and when you travel. Session facilitators will maintain the confidentiality of all sessions unless they believe a participant is at immediate risk of harm to themselves or to others.

If your volunteer role is to act as a mentor, you will be interacting in one-on-one support sessions with a participant who is a mentee by means of email, online chat, or video or audio chats, using the GoogleMeet (formerly GoogleHangouts) platform accessed by mentors using @gutsysupport email accounts.

If you are a participant in a group session there may be a person you know in the same group. If you feel comfortable continuing in the same group with this person you agree to continue to maintain confidentiality in this circumstance and not share that person's accounts of their experiences unless you have their permission to do so. If you do not feel comfortable being in the same group as this person, you agree to let the Program Coordinator know and they will do their best to accommodate your situation.

If your volunteer role is to act as a facilitator or moderator of group support sessions, you will be hosting virtual peer support sessions on Crohn's and Colitis Canada's Corporate Zoom or GoTo Meeting accounts. The group may from time to time be a place for participants to share emotions and the facilitator may suggest breaks in the session as appropriate, and may in their discretion re-direct conversation should the need arise.

Mentors and group session moderators will at all times follow the training provided to ensure the privacy of the sessions, including, but not limited to, using a unique URL for online sessions as well as unique and suitably strong meeting passwords.

### **Confidentiality, Privacy, Dignity, and Respect**

You agree that at all times, the privacy and dignity of all Program participants, volunteers and CCC staff will be respected and the mission, vision and values of CCC will be followed in accordance with CCC's policies, standards and guidelines and the Program training provided to you.

As a Program participant you may have access to information and documents relating to participants and staff that are private and confidential in nature. All records are the property of CCC and will be treated as confidential. Reasonable care and caution should be exercised to protect and maintain total confidentiality. No person may access or read records or discuss information unless there is a legitimate purpose. What happens during these Program sessions may not be discussed with people outside of CCC, including immediate family members, at any time, including after your participation in the Program has ended. At no time will any participant record or take screenshots of sessions, or attendees, or maintain any written record of information shared in a session. In the case that during one of these sessions a participant exhibits behaviour or uses language that is disrespectful, discriminatory, or harmful the facilitator or moderator will remove them from the session, or terminate the session, and report the incident to the Gutsy Support Program staff coordinator.

You agree not to make statements, written or verbal, or cause or encourage others to make any statement, written or verbal, to defame, disparage, or in any way criticize the personal or business reputation, practices or conduct of Program participants, CCC, its employees, directors, officers and volunteers. You acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to statements in posts to social media, or statement to news media, any board of directors or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees and volunteers (past and present), patients, donors and clients. You agree to openly communicate with the Program Coordinator if requested and to inform the Program Coordinator if you observe any difficulties or have areas of concern that arise in course of Program sessions. If for any reason you are not able to communicate with the Program Coordinator regarding your concerns, you may communicate your concerns to CCC through the process set out at [gutsypeersupport.com](http://gutsypeersupport.com).

### **Conflicts of Interest and Property of CCC**

If you serve as a volunteer, you must not use your position for personal gain and you agree to avoid situations which place your personal interests in conflict with your duties to CCC or other Program participants. Any property of CCC, including keys, access passes, or copies of confidential material remain the property of CCC, they must not be duplicated for any reason, and are to be returned at the end of your volunteer role. Any intellectual property you develop in the course of your engagement as a volunteer with CCC is the property of CCC.

### **Waiver, Release and Indemnity**

You agree by participating in the Program whether as a participant or as a volunteer facilitator, mentor, or moderator (collectively, a “volunteer”), that you waive any and all claims or proceedings that you may have, or may in the future have, against Crohn’s and Colitis Canada and its respective directors, officers, employees, agents and representatives, as applicable (collectively, the “Releasees”).

You hereby irrevocably release and forever discharge the Releasees from any and all liability for any loss, damage, expense or injury, including death, that you may suffer as a result of acting as

a participant or volunteer, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees.

You agree not to make any claim or take any proceeding in connection with any of the claims released by virtue of these terms and conditions against any other person, persons, firm or corporation which might claim contribution or indemnity from one or more of the Releasees by virtue of such claim or proceeding and if you are sued as a result of acting as a participant or volunteer, you are precluded from seeking contribution and indemnity from any Releasee pursuant to any statute or at common law.

You agree to indemnify and save harmless the Releasees for any loss, damage, expense or injury, including death, that you may cause in connection with acting as a participant or volunteer which any of the Releasees may, now or in the future, become liable for, as a result of your participation in the Program as a participant or volunteer.

### **Enurement**

These terms and conditions shall ensure to the benefit of the successors, assigns and legal and personal representatives of CCC and any of the Releasees and shall be binding upon my successors, assigns and legal and personal representatives.

**YOU ACKNOWLEDGE HAVING READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND YOU AGREE THAT BY PARTICIPATING IN THE PROGRAM YOU ARE WAIVING CERTAIN LEGAL RIGHTS. YOU HEREBY CONSENT AND AGREE TO THESE TERMS AND CONDITIONS INCLUDING THE WAIVER, RELEASE AND INDEMNITY PROVISIONS HEREIN.**

Date:

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Volunteer Name:

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Volunteer Signature:

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