

Release of Liability for the Primary Reserve Applicant Physical Fitness Evaluation Waiver for Minor Applicant of Claims, Assumption of Risks and Indemnification Agreement

I, _____, THE PARENT/GUARDIAN HAVING FULL LEGAL RESPONSIBILITY FOR DECISIONS REGARDING MY CHILD/WARD, _____, A MINOR TAKING PART IN THE PHYSICAL FITNESS EVALUATION OF CANADIAN ARMED FORCES PRIMARY RESERVE APPLICANTS, realizing the potential hazards associated with military equipment and facilities, on behalf of my child/ward, his/her heirs, devisees, successors, assigns, executors and administrators, in consideration of being permitted to participate in the FORCE evaluation which will consist of a health screening, familiarization of the FORCE evaluation components, standardized warm-up, optional mobility preparation, performance of the FORCE Evaluation Sandbag Lift, Intermittent Loaded Shuttles, Sandbag drag, and 20m rushes, and a standardized cool-down, acknowledging that additional information can be obtained from the FORCE Ops Manual, hereby,

- a. waive all claims of any nature or kind whether in contract, tort, negligence or otherwise, against Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, all in their service, employment and private capacities, in any manner arising out of, based upon, occasioned by or attributable to the activities of them, including negligence on their part, or any action taken or things done or maintained by virtue thereof;
- b. having determined that the activities involve potential hazards and may result in physical and/or psychological harm or damage to my child's/ward's property, and my child/ward wishing in any event to carry out the activities, voluntarily assume any risks that may be associated with the activity;
- c. at all times indemnify and save harmless Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees, and members of Her Canadian Forces from and against all claims and demands, loss, costs, damages, action, causes of action, suits, or other proceedings by whomsoever made, brought, or prosecuted in a manner related to any loss, property damages, personal injury or death, resulting from, occasioned by or attributable in any way to my child's/ward's presence on Her Majesty's property;
- d. covenant that neither I, on my own behalf, or on behalf of my child/ward, nor my child/ward will commence or maintain against any person, any action or proceeding which will give rise to a claim against Her Majesty the Queen in rights of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces for contribution or indemnity;
- e. agree that this release shall bind my child's/ward's heirs, executors, administrators and assigns; and
- f. acknowledge having read this Waiver of Claims, Assumption of Risks and Indemnification Agreement and indicate my child's/ward's acceptance of this document by my signature;

Dated at _____, this _____ day of _____ 20 _____

Name of Parent/Guardian of Applicant	Signature of Parent/Guardian of Applicant
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Name of Minor Applicant	Signature of Minor Applicant
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Name of Witness	Signature of Witness
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