

RELEASE OF LIABILITY AND PARENTAL ACKNOWLEDGMENT OF RISKS

WAIVER OF CLAIMS, COVENANT NOT TO SUE, ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND INDEMNIFICATION AGREEMENT, WITH RESPECT TO THE ROYAL CANADIAN NAVY SAILOR FOR A DAY PROGRAMME

For a Person under 19 Years of Age:

I, _____ (*parent name*), parent or legal guardian having full legal responsibility for decisions regarding _____ (*student name*) (hereinafter “my Child”) a person under the age of 18, realizing the inherent risks and the potential dangers associated with the participation of my child participating in the Sailor for a Day programme, which includes (hereinafter “the Activity”) at and near Maritime Forces Pacific, British Columbia.

On behalf of myself, spouse, my heirs, devisees, successors, assigns, executors, personal representatives and administrators, as well as on behalf of my child, in my capacity as his/her parent and legal guardian, and on behalf of his/her heirs, devisees, successors, assigns, executors and administrators, in consideration of my child being permitted to participate in the Activity, do hereby:

- a. realize that the Activity is not without risk, and, having determined that my child’s participation in the Activity could be hazardous and may result in death, serious injury, damage to his/her person, property, equipment and clothing, injuries of varying degrees that are either physical or psychological in nature and wishing in any event that my child carry out the Activity, do voluntarily assume any risks associated with my child’s participation in the Activity. I am also aware that my child is responsible for following the instructions of safety personnel for the duration of the Activity; _____ (initials)
- b. acknowledge that risks cannot be eliminated regardless of the care taken to avoid death or injuries. I acknowledge the inherent dangers and risks associated with the activities including, but not limited to: abrasions, broken bones, bruises, concussions, cuts, deafness, falls, head injuries, hearing loss, heart attacks, slips, sprains, and serious bodily injuries such as death, paralysis, or permanent disability; _____ (initials)
- c. agree not to commence any legal proceedings against His Majesty the King in right of Canada, His officers, servants, agents, employees and members of His Canadian Armed Forces (hereafter collectively referred to as “Canada”) and to waive all claims of any nature or kind whether in contract, tort, negligence or otherwise, against Canada, for all damages or losses that they may have occasioned to my child or that they may have contributed to, including by their

negligence, in the course of their employment, their service or in their private capacity; _____ (initials)

d. at all times agree to indemnify and save harmless Canada from and against all claims and demands, losses, costs, damages, actions, causes of action, legal actions or other proceedings by whomsoever made, brought, or prosecuted in any manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by, or attributable in any way to my child’s participation in the Activity, notwithstanding that these damages or losses may have been occasioned in part by the negligence of Canada; _____ (initials)

e. covenant that I will not commence, or maintain against any person, any action or proceeding which will give rise to a claim against Canada for compensation, damages, contribution or indemnity in relation to my child’s participation in the Activity; _____ (initials)

f. affirm to the best of my knowledge that my child’s physical condition is adequate for him/her to participate safely in the Activity and that my child is not suffering from any physical or psychological condition, illness, injuries, or disability that would preclude my child’s participation in the Activity; _____ (initials)

g. acknowledge having read this Waiver of Claims, Covenant not to Sue, Assumption of Risks and Indemnification Agreement and understanding that the Agreement is intended to be broad and all inclusive so as to preclude any claims, I indicate my acceptance of this document by my signature. _____ (initials)

Signed in, _____ this ____ day of _____, 2023.
(location) (date) (month)

Signature of the Witness

Signature of the Participant’s Parent

Name of the Witness
(Please print name clearly)

Name of the Participant’s Parent
(Please print name clearly)