

**RELEASE OF LIABILITY
WAIVER OF CLAIMS, ASSUMPTION OF RISKS,
AND INDEMNIFICATION AGREEMENT**

THIS IS AN IMPORTANT DOCUMENT. By signing this agreement, you will waive certain important legal rights, including the right to sue. Please read carefully.

1. I, _____, realizing the inherent risks, dangerous and hazardous nature of activities located within a Canadian Armed Forces (“CAF”) property, including being present at a CAF base, being present at a CAF training area, being present at a CAF mobile kitchen trailer, exercising / participating in physical activity, including handling utensils, food, and other related items, preparing food items, including, cutting, slicing, chopping, dicing food, cooking food items, cleaning utensils and other related items used while cooking food, as well as other related activities (collectively referred to as the “Cooking Competition”), at the Renfrew County Options Skilled Trades Competition and Career Fair on behalf of myself, my heirs, devisees, successors, assigns, executors and administrators, in consideration of my participation in the Cooking Competition hereby acknowledge and agree to the following:

- a. I acknowledge by being permitted to participate in the Cooking Competition at the Renfrew County Options Skilled Trades Competition and Career Fair I am exposing myself to several unavoidable risks. These risks that cannot be eliminated regardless of the care taken to avoid person injuries or damage to personal equipment. I acknowledge the inherent dangers and risks to myself associated with being present at a CAF mobile kitchen trailer, exercising / participating in physical activity, including handling utensils, food, and other related items, preparing food items, including, cutting, slicing, chopping, dicing food, cooking food items, cleaning utensils and other related items used while cooking food, as well as other related activities.. These risks include, but are not limited to: abrasions, bruises, burns, sprains, broken bones, concussions, cuts, head injuries, hearing loss, heat exhaustion, heart attacks, and serious bodily injuries such as permanent disability and death;
- b. I recognize and acknowledge that my age, health status, physical fitness level is unknown to the Canadian Armed Forces and it is entirely up to me to assess my own ability to participate in the event.
- c. I, at all times, indemnify and save harmless His Majesty the King in Right of Canada, as represented by the Minister of National Defence, including agents, employees, officers, servants, and members of the Canadian Armed Forces from all actions, claims, damages, demands, loss, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner related to personal injury, loss property damage or death, resulting from, occasioned by, or attributable to my participation in the Cooking Competition;
- d. I waive all claims of any nature or kind whether in contract, negligence, tort, trusts, statute (including occupiers’ liability), duty of care, or otherwise, against His Majesty In Right Of Canada, while acting in their employment capacities, in any manner arising out of, attributable to, based upon, or occasioned by the activities of them, or any action taken, omission, or things done or maintained related to my participation in the Cooking Competition. Examples of potential claims in negligence you agree to waive include, but are

not limited to: inadequate maintenance or improper equipment, inadequate supervision and direction; contamination of food;

- e. I covenant that I, or my successors, will not commence or maintain against any entity or person, any action or proceeding which will give rise to a claim against His Majesty In Right Of Canada for anything, including contribution or indemnity. This covenant, entire agreement, and Release binds me;
- f. **I acknowledge being advised by the Canadian Armed Forces and Department of National Defence of my right to OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT** with respect to the matters addressed in this agreement. By voluntarily signing this document I acknowledge that I could have sought legal advice prior to accepting the terms hereof, whether or not independent legal advice has actually been obtained;
- g. **I AGREE THAT SUFFICIENT TIME WAS GIVEN TO ALLOW ME TO CONSIDER THIS WAIVER CAREFULLY AND SEEK INDEPENDENT LEGAL ADVICE if desired;** and
- h. This agreement constitutes the entire agreement between His Majesty the King in Right of Canada, the Department of National Defence, the Canadian Armed Forces, and me. This agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral with respect to such subject matter. This agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada therein. Any claim or cause of action arising as a result of this agreement may be brought only before the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

2. I acknowledge having read this Waiver of Claims, Assumption of Risks and Indemnification Agreement and understanding this document is intended to be all inclusive so as to preclude any claims, indicate my total acceptance of the provisions in this document by my signature.

DATED in Pembroke, Ontario, this ____ day of _____, 2024.

SIGNED

WITNESSED BY

Participant's Signature

Signature of Witness

Printed Name Of Participant

Printed Name of Witness