

RELEASE OF LIABILITY

WAIVER OF CLAIMS, COVENANT NOT TO SUE, ASSUMPTION AND ACKNOWLEDGMENT 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.

I, _____, a person wishing to participate in the Renfrew County Options Skilled Trades Competition and Career Fair, specifically the DND/CAF “Cooking Competition” and “Welding Challenge” (the “Activities”) understand and acknowledge the inherent hazardous nature of participating in the Activities.

In this agreement, the term **Organization** refers to His Majesty the King in Right of Canada, His officers, servants, agents and employees, as well as any sponsors and members of His Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Morale and Welfare Services, its officials, volunteers and participants.

Having determined that the Activities and the use of DND/CAF equipment, vehicles or installations involve potential hazards and may result in physical harm, including, without limiting:

- the Mobile Repair Team (MRT) vehicles;
- the Mobile Kitchen Trailers (MKT);
- close proximity with, or handling, high power equipment in operation like welders, torches, burners and sharp utensils; and
- heavy or hot materials, such as open flames

and wishing in any event to carry out the Activities voluntarily, ASSUME and ACCEPT any risks, dangers and hazards that may be associated with the Activities. Potential risks, dangers and hazards include but are not limited to:

- Health (physical and mental):** exercising / participating in physical activities, including handling tools, heavy or hot materials, welders and other high power equipment, 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 (including UV), sprains, broken bones, concussions, cuts, head injuries, hearing loss, arc flash burns, electrocution, vision impairment, heat exhaustion, heart attacks, and serious bodily injuries such as permanent disability and death;
- Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors or other surfaces or extreme weather conditions;
- Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
- Contact:** contact with equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury;
- Ability:** Failing to act safely or within my own ability or within designated areas;
- Conduct:** My conduct and conduct of other persons including any physical altercation between participants; and
- Negligence:** My negligence and negligence of other persons, including negligence on the part of the Organization, either collectively or individually, may increase the risk of damage, loss, personal injury or death. I understand that the Organization, either collectively or individually, may fail to safeguard me from the risks, dangers and hazards of the Activities, some of which are referred to above.

I, on behalf of myself, my heirs, spouse, devisees, successors, assigns, executors, personal representatives and administrators, in consideration of being permitted to participate in the Activities, do hereby covenant and agree:

- a. that my participation in the Activities could be inherently hazardous and may result in, serious injury, damage to my person, property, equipment and clothing, injuries of varying degrees that are either physical or psychological in nature and wishing in any event to carry out the Activities, do voluntarily assume any risks associated with my participation in the Activities;

INITIALS: _____

- b. to comply at all times with every direction given by or under the authority of the DND/CAF, pertaining to my participation in the Activities;
- c. that I do not suffer from or have symptoms of any medical condition or related condition, whether acute or chronic, and including but not limited to cardiovascular conditions, pregnancy or diabetic conditions which would have caused an ordinarily prudent person to seek treatment or medication for said condition prior to my participation in the Activities, or preclude my participation in the Activities;
- d. that if I do suffer from or have symptoms of any medical condition or related condition, that I have consulted my physician regarding my proposed participation in the Activities, and that my physician was satisfied that any said medical condition or related condition would not prevent me from participating in the Activities, and/or that I have received such treatment, medication or medical follow-up as directed and/or required by my physician prior to my participation in the Activities;
- e. that I am not under the effect or influence of alcohol or drugs, including prescription drugs, that could adversely affect my participation in the Activities, and/or could contribute to the risk of injury to myself or others, and/or could contribute to damage to my personal property and/or the property of others, including the Canadian Armed Forces and/or the Department of National Defence;
- f. TO WAIVE ALL CLAIMS OF ANY NATURE OR KIND whether in contract, tort, negligence or otherwise, against the Organization, in any manner arising out of, based upon, occasioned by or attributable to the materiel or activities of them, or any action taken or things done or maintained by virtue thereof;
- g. to at all times, INDEMNIFY and SAVE HARMLESS the Organization from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings, by whomever made, brought, or prosecuted, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my participation in the Activities;
- h. that I will not commence or maintain against any person, any action or proceeding which will give rise to a claim against the Organization for contribution or indemnity, in relation to my participation in the Activities;
- i. that I acknowledge having read this *RELEASE OF LIABILITY* and understand that this document is intended to be broad and all-inclusive so as to preclude any claims, voluntarily assume any risks associated with my participation in the Activities and indicate my acceptance of this document by my signature.

Participant Signature: _____

Printed Name: _____

Witness Signature: _____

Printed Name: _____

If the participant is a minor, the parent/legal guardian's signature is required. The parent/legal guardian is responsible to ensure that the minor is informed of, and understands, the content of this *RELEASE OF LIABILITY* and, in particular, the risks of the Activities.

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____

SIGNED in _____, province of _____, this ____ day of _____ 2026.