

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

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, SEEK COMPENSATION.**

This document is to be signed by (*print name*) \_\_\_\_\_ (the "Participant") together with (*print name(s)*) \_\_\_\_\_, being the parent(s) and/or guardian(s) of the Participant, in order to *participate in/use and enjoy* the following:

**Community Peace Officer Ride Along on \_\_\_\_\_, 20\_\_ as part of the Law Enforcement Familiarization Program in the Town of Calmar and Surrounding Area**

and related events and activities (collectively referred to as the "Event").

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, are aware that the Event involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- (a) the use of equipment, materials or facilities related to the Event;
- (b) the actions or negligence of the Participant or other participants in/users of the Event;
- (c) the actions or negligence of the **Town of Calmar** or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "Municipality"); or
- (d) additional risks arising out of the Event and related events and activities.

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to the Participant or myself/ourselves.

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, hereby agree as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that we have or may have in the future against the **Municipality**;
- (b) **TO RELEASE THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that the Participant or myself/ourselves may suffer or that respective next of kin or legal representatives may suffer as a result of participation in or use of the Event, due to any cause whatsoever, including negligence on the part of the **Municipality**;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including ourselves, a result of participation in or use of the Event, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document;
- (d) **THAT WE UNDERSTAND THAT THE FOLLOWING ADDITIONAL TERMS** shall apply:
  - i) prior to seeking publication of any article or other material containing information that the Participant becomes possessed through his/her participation in the Event, the Participant will submit the same for review and written approval from the Special Constable of the **Municipality**;
  - ii) the Participant shall not discuss or disclose any information that the Participant may become aware of as a result of participation in the Event to anyone, other than the **Municipality's** employees involved with the Event, without the prior written consent of the Special Constable of the **Municipality**; and
  - iii) we understand that as a result of the Participant's participation in the Event, the Participant may be required to testify as a witness in future proceedings and that the Participant may also be required to provide a written statement of the

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**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, AND SEEK COMPENSATION.**

This document is to be signed by the participant in order to participate in and enjoy the following:

**Community Peace Officer Ride Along on \_\_\_\_\_, 20\_\_ as part of the Law Enforcement Familiarization Program in the Town of Calmar and Surrounding Area**

and related events and activities (collectively referred to as the "Event").

I, (print name) \_\_\_\_\_ (the "**Participant**"), am 18 years of age or older, and I am aware that the **Event** involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- (a) the use of equipment, materials or facilities related to the **Event**;
- (b) the actions or negligence of myself or other participants in the **Event**;
- (c) the actions or negligence of the **Town of Calmar** or its council, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "**Municipality**"); or
- (d) additional risks arising out of the **Event** and related events and activities.

I, the undersigned **Participant**, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself.

I, the undersigned **Participant**, hereby agree as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that I have or may have in the future against the **Municipality**;
- (b) **TO RELEASE THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in the **Event**, due to any cause whatsoever, including negligence on the part of the **Municipality**;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in the **Event**, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document;
- (d) **THAT I UNDERSTAND THAT THE FOLLOWING ADDITIONAL TERMS** shall apply:
  - i) prior to seeking publication of any article or other material containing information that I become possessed through my participation in the **Event**, I will submit the same for review and written approval from the Special Constable of the **Municipality**;
  - ii) I shall not discuss or disclose any information that the I may become aware of as a result of participation in the **Event** to anyone, other than the **Municipality's** employees involved with the **Event**, without the prior written consent of the Special Constable of the **Municipality**; and
  - iii) I understand that as a result of my participation in the **Event**, I may be required to testify as a witness in future proceedings and that I may also be required to provide a written statement of my observations and actions during the **Event**. I acknowledge that any such written statements are subject to release to defence counsel of an accused person if they are relevant to that person's defence in a related criminal proceeding; and

**DATE:**

**SIGNATURE:**

## WAIVER

Being the age of majority in consideration of my participation with the Town of Calmar in the program stated above. I hereby absolve and save harmless the Town of Calmar and its individual employees and agents from liabilities, causes of action, damages or otherwise for defamation, personal injury or loss of or damage to property however caused by or resulting from my participation in the program stated above.

I do declare that prior to seeking publication of any article or other material containing information of which I may become possessed through my participation in a Law Enforcement Familiarization Program with the Town of Calmar, I will submit same for review by the Special Constable of the Town of Calmar.

I do solemnly declare that I will not disclose to any person outside the Town of Calmar any information of which I may become possessed through my participation in a Law Enforcement Familiarization Program, without authorization from the Special Constable of the Town of Calmar where I participate.

Being the parent/guardian of the participant I hereby authorize his/her participation with the Town of Calmar in the program stated above. Furthermore and in consideration of the said participation, I hereby absolve and save harmless the Town of Calmar and its individual employees and agents from liabilities, causes of action, damages or otherwise for defamation, personal injury or loss of or damage to property, howsoever caused by or resulting from the said participant of the above participant in the program stated.

I fully understand that, as a result of my participation with the Town of Calmar in the Law Enforcement Familiarization Program, I may be required and hereby agree to testify as a witness in future proceedings and that I may also be required and hereby agree to provide a statement and/or a detailed written account of my observations and actions in that regard, I also recognize and hereby agree that these written statements and/or accounts are subject to release to the defence counsel of an accused person where they are relevant to that person's defence in a related criminal proceeding.

**DATE:**

**SIGNATURE:**

