



**ACCESS TO CAF FITNESS FACILITY WITH ACCOMPANYING MINOR CHILD/CHILDREN  
FOR PHYSICAL FITNESS TRAINING**

**PARENTAL ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY**

**WAIVER OF CLAIMS, COVENANT NOT TO SUE, ASSUMPTION AND  
ACKNOWLEDGMENT OF RISKS  
AND INDEMNIFICATION AGREEMENT**

**Privacy Notice:**

The personal information you provide to the DND/CAF is governed in accordance with the *Privacy Act*, R.S.C., 1985, c. P-21. We only collect the personal information we need to administer this attraction activity, which is authorized by ss. 4 and 18 of the *National Defence Act*, R.S.C., 1985, c. N-5. The data collected on this form will be used to verify participant identity, permission and acknowledgement. Furthermore, this may be used to validate this attraction activity should you choose to apply to the CAF where this form would be included in your application. In limited and specific situations, your personal information may be disclosed without your consent in accordance with subsection 8(2) of the *Privacy Act*. This collection of personal information is described in Info Source, available online at [www.infosource.gc.ca](http://www.infosource.gc.ca). Refer to the personal information bank PSU 938 Outreach. In addition to protecting your personal information, the *Privacy Act* gives you the right to request access to and correction of your personal information. For more information about these rights, or about our privacy practices, please contact the DND/CAF Access to Information and Privacy Coordinator. You also have the right to file a complaint with the Privacy Commissioner of Canada regarding our handling of your personal information.

As the parent/legal guardian of the below-mentioned minor(s), I, the undersigned, affirm that am legally responsible for the minor child/children whose name(s) is/are printed below.

By signing this document, I wish to allow my child/children to access the CAF Fitness Facility (the Facility) while in my presence.

I understand that I am responsible for accompanying my child/children at all times and agree that I would not, under any circumstances, leave my child/children under the care or surveillance of any Department of National Defence personnel or without surveillance.

I agree that the minor(s)'s access to the Facility and/or participation in the activities could be inherently hazardous and may result in, serious injury, damage to the 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 activity, do voluntarily assume any risks associated with the minor(s)'s participation in the activities.

I undertake to report any danger, risk or hazard I observe to PSP Staff with no delay.

Initials:



**I, on behalf of the minor(s), myself, the minor(s)'s heirs, spouse, devisees, successors, assigns, executors, personal representatives and administrators, in consideration of being granted the access to the Facility as well as being permitted to participate in the activities occurring in the Facility, do hereby covenant and agree:**

- a. that I will comply at all times with every direction given by or under the authority of the Department of National Defence personnel, pertaining to the minor(s)'s access to the Facility and/or participation in the activities;
- b. that the use by the minor(s) and/or me of PSP-provided equipment is at my own risk. If the minor(s) and/or I choose to use PSP-provided equipment, I am responsible for completing all necessary checks and ensuring the safety of the equipment;
- c. The provision of equipment by PSP such as, but not limited to, play yards and jogging strollers are optional and their use is at my own risk;
- d. that the minor(s) or I on behalf of the minor(s) may be required to undergo health screening as a condition of participation in the activities;
- e. that the minor(s) does/do not suffer from or has/have symptoms of any medical condition or related condition, whether acute or chronic, which would have caused an ordinarily prudent person to seek treatment or medication for said condition prior to the minor(s)'s participation in the activities, or preclude the minor(s)'s participation in the activities;
- f. that if the minor(s) does/do suffer from or has/have symptoms of any medical condition or related condition, that the minor(s) has/have consulted a physician regarding the proposed participation in the Activity, and that the physician was satisfied that any said medical condition or related condition would not prevent the minor(s) from participating in the Activity, and/or that the minor(s) has/have received such treatment, medication or medical follow-up as directed and/or required by the physician prior to the participation in the Activity;
- g. that the minor(s) is/are not under the effect or influence of drugs or other substances, including prescription drugs, that could adversely affect the minor(s)'s participation in the Activity, and/or could contribute to the risk of injury to the minor(s) or others, and/or could contribute to damage to the minor(s)'s personal property and/or the property of others, including the Canadian Armed Forces and/or the Department of National Defence;
- h. TO WAIVE ALL CLAIMS OF ANY NATURE OR KIND whether in contract, tort, negligence or otherwise, against His Majesty the King in Right of Canada, His Majesty's officers, servants, agents, employees and members of His Majesty's Canadian Armed Forces and/or the Department of National Defence and the Government of Canada, all in their employment and private capacities, 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;
- i. To at all times, indemnify and save harmless His Majesty the King in Right of Canada, His Majesty's officers, servants, agents, employees and members of His Majesty's Canadian Armed Forces and/or the Department of National Defence and the Government of Canada,  
(continued on page 3)

Initials:



(continued from page 2) 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 the minor(s)'s participation in the Activity;

- j. that the minor(s) or I on behalf of the minor will not commence or maintain against any person, any action or proceeding which will give rise to a claim against His Majesty the King in Right of Canada, His Majesty's officers, servants, agents, employees and members of His Majesty's Canadian Armed Forces and/or the Department of National Defence and the Government of Canada, for contribution or indemnity, in relation to the minor(s)'s participation in the Activity;
- k. that I acknowledge having read this PARENTAL ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY – WAIVER OF CLAIMS, COVENANT NOT TO SUE, ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND INDEMNIFICATION AGREEMENT – ACCESS TO CAF FITNESS FACILITY WITH MINOR CHILD/CHILDREN 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 the minor(s)'s participation in the Activity and indicate my acceptance of this document by my signature.

I have read this document, understand its terms, and after careful consideration knowingly and voluntarily sign below.

Parent / Guardian's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Minor #1

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

DOB: \_\_\_\_\_

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Minor #2 (if applicable)

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

DOB: \_\_\_\_\_

SIGNED in \_\_\_\_\_, province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature of NPF Representative: \_\_\_\_\_

NPF Representative Printed Name: \_\_\_\_\_