



WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

FIT TO SERVE PERFORMANCE GROUP INC.

**PLEASE READ CAREFULLY BEFORE SIGNING
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE.**

This Waiver, Release of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") is entered into by the undersigned participant ("Participant") in consideration of being permitted to participate in activities, services or programs conducted, organized, administered, facilitated, supervised or offered by Fit To Serve Performance Group Inc. ("Fit To Serve").

For the purposes of this Agreement, the "Released Parties" means Fit To Serve Performance Group Inc. and its directors, officers, shareholders, employees, contractors, instructors, evaluators, administrators, volunteers, agents, representatives, successors, assigns, insurers, sponsors, partners and affiliates, together with the owners, operators, landlords and occupiers of any facility, venue, premises or property at which an Activity occurs, and their respective directors, officers, employees, contractors, agents and representatives.

This Agreement applies to participation in any Fit To Serve activity anywhere in Canada, including physical ability testing, occupational fitness testing, fitness assessments, workshops, training sessions, conditioning activities, educational or practical sessions, demonstrations, simulations and related activities (collectively, the "Activities").

1. ACKNOWLEDGEMENT OF INHERENT RISKS

The Participant acknowledges and understands that participation in the Activities may involve vigorous or maximal physical exertion and inherent risks, dangers and hazards. These risks may include, but are not limited to:

- slips, trips and falls; muscle strains, sprains, tears and other musculoskeletal injuries; fractures or broken bones;
- head injuries or concussions; cardiovascular complications; abnormal blood pressure or heart-rate responses;
- dizziness, fainting, nausea or loss of consciousness; respiratory difficulty or unusual shortness of breath;
- dehydration, heat-related illness or exhaustion; collisions or physical contact with persons, equipment or objects;
- equipment malfunction, failure or misuse; aggravation of pre-existing injuries, illnesses or medical conditions;
- environmental or facility-related hazards; emotional or psychological stress; serious bodily injury; temporary or permanent disability; and death.

Activities may include, without limitation, occupational physical ability testing; police, corrections, protective services, firefighting, emergency services, security or other public-safety physical assessments; PARE, PREP, FITCO, RCMP PFA, PIN, shuttle-run assessments and other standardized or occupational testing protocols; running, sprinting, agility, lifting, carrying, dragging, pushing, pulling, climbing, jumping, crawling, obstacle negotiation, strength, endurance and cardiovascular activities; use of testing/training equipment; simulations of occupational tasks; workshops; and indoor or outdoor physical activities.

The Participant understands that risks may arise from their own actions or omissions, the actions or omissions of others, physical exertion, equipment, facility or environmental conditions, or other circumstances that may be foreseeable or unforeseeable.

2. PRE-PARTICIPATION SCREENING AND PARTICIPANT RESPONSIBILITIES

The Participant acknowledges that Fit To Serve may require completion of a pre-participation health/readiness screening process before permitting participation.

The Participant confirms and agrees that:

- all required screening information provided to Fit To Serve will be truthful, complete and accurate to the best of their knowledge;
- they will disclose any relevant change in health, injury status, symptoms or medical circumstances occurring after screening and before or during participation;
- they will comply with applicable screening, referral, clearance, modification or participation requirements;
- they will immediately notify Fit To Serve personnel of pain, chest discomfort, dizziness, faintness, unusual shortness of breath, unusual fatigue, illness, injury or another concerning symptom;
- they may voluntarily discontinue participation at any time; and
- Fit To Serve may stop, postpone, modify or refuse participation where applicable screening requirements are not satisfied or personnel reasonably believe continuing may present a safety concern.

The Participant understands that completion of a health/readiness screening process does not constitute a medical diagnosis, does not guarantee that participation is safe or without risk, and does not eliminate the inherent risks associated with physical activity or occupational testing.

3. VOLUNTARY PARTICIPATION

The Participant acknowledges that participation is voluntary. The Participant confirms that they have had the opportunity to receive information regarding the nature and physical demands of the Activity and to ask questions before participating. The Participant understands that this Agreement is separate from any Informed Consent to Participate required by Fit To Serve.

4. ASSUMPTION AND ACCEPTANCE OF RISK

The Participant freely, voluntarily and knowingly accepts and assumes the inherent risks, dangers and hazards associated with participation in the Activities, including risks that may result in injury, illness, loss, damage, disability or death. The Participant understands that not all risks can be predicted, controlled or eliminated. Subject to applicable law, the Participant accepts responsibility for the consequences of the risks assumed under this Agreement.

5. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, the Participant hereby releases, waives and forever discharges the Released Parties from any and all claims, demands, actions, causes of action, damages, losses, costs, expenses or liabilities of any nature arising from or relating to the Participant's participation in the Activities, including claims relating to personal injury, illness or disease, property damage or loss, economic loss, emotional or psychological injury, temporary or permanent disability, death, and incidents occurring in connection with participation before, during or immediately following an Activity.

THIS RELEASE IS INTENDED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO INCLUDE CLAIMS ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY, INCLUDING NEGLIGENCE RELATING TO THE ADMINISTRATION, SUPERVISION OR CONDUCT OF AN ACTIVITY OR THE CONDITION OR USE OF EQUIPMENT OR PREMISES.

Nothing in this Agreement is intended to release, exclude or limit liability that cannot lawfully be released, excluded or limited under applicable law.

6. FACILITIES, VENUES AND THIRD PARTIES

The Participant acknowledges that Activities may be conducted at facilities, venues and premises owned, leased, operated or controlled by third parties anywhere within Canada, including fitness and athletic facilities, educational institutions, government facilities, community facilities, training centres, public or private premises, outdoor locations and other locations used by Fit To Serve.

To the fullest extent permitted by applicable law, the protections contained in this Agreement are intended to extend to the owners, operators, landlords and occupiers of such facilities and their respective personnel and representatives where they are included within the definition of Released Parties.

7. INDEMNITY

To the fullest extent permitted by applicable law, the Participant agrees to indemnify and hold harmless the Released Parties from claims, liabilities, damages, losses, costs and reasonable legal expenses arising from:

- the Participant's negligent, reckless or intentional acts or omissions;
- injury or property damage caused by the Participant to another person;
- damage caused by the Participant to equipment, facilities or property;
- the Participant's material breach of this Agreement; or
- a third-party claim arising from the Participant's conduct during an Activity.

8. EMERGENCY RESPONSE AND MEDICAL ASSISTANCE

In the event of injury, illness or medical emergency, the Participant authorizes Fit To Serve personnel to provide or arrange appropriate first aid within their training and scope; activate the applicable Emergency Action Plan; contact emergency medical services, including 911; use or arrange use of an automated external defibrillator (AED) where appropriate; contact facility emergency/security personnel; and provide emergency responders with information reasonably necessary to assist with the emergency.

The Participant understands that Fit To Serve cannot guarantee the availability, timing or outcome of emergency medical services. To the extent permitted by applicable law, medical, ambulance, hospital or other healthcare expenses incurred by the Participant remain the Participant's responsibility or that of their applicable insurer or health coverage.

9. PARTICIPANT CONDUCT AND SAFETY

The Participant agrees to follow instructions provided by Fit To Serve administrators and personnel; comply with applicable testing protocols and safety procedures; use equipment only as directed; conduct themselves responsibly and respectfully; refrain from dangerous, reckless, abusive, violent or disruptive behaviour; and immediately report unsafe equipment, conditions or circumstances of which they become aware.

Fit To Serve may stop or terminate participation where conduct or circumstances create a reasonable safety concern or materially interfere with proper administration of an Activity.

10. NO GUARANTEE OF RESULT, QUALIFICATION OR EMPLOYMENT

The Participant understands that participation in a Fit To Serve Activity does not guarantee successful completion or a passing result, certification or qualification, employment, selection or hiring by any organization, admission to any program, acceptance by a recruiting agency, improvement in physical performance or any particular outcome. Fit To Serve administers Activities and assessments in accordance with applicable protocols but does not control the recruitment, hiring or selection decisions of third-party organizations.

11. PRIVACY, HEALTH INFORMATION AND TEST RESULTS

The Participant understands that Fit To Serve may collect information reasonably necessary to administer Activities, including participant identification, screening information, consent/waiver records, assessment results and incident information.

Health/readiness screening information will be treated separately from test results and should only be accessed, used, retained or disclosed as reasonably necessary and in accordance with applicable requirements.

Completion of this Agreement does not itself authorize Fit To Serve to release the Participant's test results or health-screening information to an employer, recruiting organization or other third party. Where authorization to release results is required, it will be obtained separately or pursuant to another lawful authority or applicable testing requirement.

12. SEPARATE PARTICIPANT DOCUMENTS

The Participant understands that this Agreement serves a different purpose from the applicable pre-participation health/readiness questionnaire, the Fit To Serve Informed Consent to Participate, and any Authorization for Release of Test Results. Completion of one document does not replace another where each is required.

13. APPLICATION THROUGHOUT CANADA

This Agreement is intended to operate throughout Canada and to be interpreted and enforced to the maximum extent permitted by applicable federal, provincial and territorial laws. The Participant acknowledges that legal rights and the enforceability of contractual provisions may differ between Canadian jurisdictions. Nothing in this Agreement is intended to waive or exclude any right or liability that cannot lawfully be waived or excluded.

14. GOVERNING LAW AND JURISDICTION

Unless otherwise required by applicable law or a governing contractual/testing requirement, this Agreement shall be governed by the laws of the province or territory in which the applicable Activity takes place, together with the federal laws of Canada applicable therein. Any dispute arising from this Agreement shall be determined by a court or other tribunal having lawful jurisdiction over the matter.

15. SEVERABILITY

If any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable under applicable law, that provision shall be severed or limited only to the extent necessary, and the remaining provisions shall continue in full force and effect to the extent permitted by law.

16. SURVIVAL AND BINDING EFFECT

To the extent permitted by applicable law, this Agreement shall survive completion of the Participant's Activity and shall be binding upon the Participant and their heirs, estate, executors, administrators, personal representatives and assigns.

17. ACKNOWLEDGEMENT AND UNDERSTANDING

By signing this Agreement, the Participant acknowledges that:

- they have carefully read the entire Agreement and understand its contents;
- they understand that it contains assumption of risk, release and waiver of liability and indemnity provisions;
- they understand that they are giving up substantial legal rights, including rights that may otherwise permit them to bring a claim against one or more Released Parties;
- they have had the opportunity to ask questions before signing and to obtain independent legal advice if they wish;
- they are signing voluntarily and without coercion; and
- they intend to be legally bound by this Agreement to the extent permitted by applicable law.

PARTICIPANT DECLARATION

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND ITS TERMS, INCLUDING THE ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY PROVISIONS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING CERTAIN RIGHTS TO SUE, AND I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Participant Full Legal Name	
Date of Birth	
Address	
Phone	
Email	
Participant Signature	
Date	

PARENT / LEGAL GUARDIAN

Where required, I confirm that I am the parent or legal guardian of the participant identified above and that I have authority to consent to their participation. I have read and understood this Agreement and consent to the participant taking part in the Activity. I acknowledge the risks described in this Agreement and agree, in my own capacity and to the extent permitted by applicable law, to the provisions applicable to me.

Parent / Guardian Name	
Signature	
Date	