

POPAT Test Consent & Liability Release

The undersigned wishes to participate in the Police Officers Physical Abilities Test, designed to produce maximal heart rate (hereafter referred to as the "POPAT Test") and recognizes this generally as a safe, but challenging experience, and recognizes that any such physical activity involves some risk.

The POPAT Test will be administered jointly by the Saanich Police Department and the Victoria Police Department.

To the Saanich Police Department, Victoria Police Department, His Majesty The King in the Right of Canada and their respective directors, officers, employees, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as the Releasees).

DEFINITION

In this Release Agreement, the term POPAT Test shall mean all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to, administering the POPAT Test and related activities.

ASSUMPTION OF RISKS

I am aware that participation in the POPAT Test and/or any associated or aligned activity involves many risks, including but not limited to my own state of fitness, health, awareness and the skill and care which I conduct myself during the POPAT Test, changing weather, other persons, communicable infectious diseases such as COVID, indoor conditions, the failure to perform any physical activity associated with the POPAT Test's safely or within one's own ability or within designated areas, negligence of other persons, failure or breakage of the equipment; mental distress from exposure to any one of the above and negligence on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards referred to above. The risks, dangers and hazards referred to above may exist throughout the area(s) where the POPAT Test is conducted and any adjacent areas, which may be unmarked. The Undersigned acknowledge and understand that the description of the risks listed above is not complete and that participating in the activities may be dangerous and may include other risks.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE POPAT TEST AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. NO PERSON ASSOCIATED WITH THE ADMINISTRATION OF THE POPAT TEST WILL BE HELD RESPONSIBLE IN ANY WAY FOR ANY INJURY, LOSS OR DAMAGE (INCLUDING DEATH) SUFFERED BY ANY PERSON PARTICIPATING IN ANY PART OF THE POPAT TEST, AS CONDUCTED BY THE POPAT TEST ADMINSTRATOR FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in the POPAT Test and permitting my use of their service, equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may have in the future against the RELEASEES AND TO RELEASE THE RELEASEES, SAVE HARMLESS AND INDEMNIFY THE RELEASEES from any and all claims, demands, actions, costs and liability for any loss, including loss of future potential employment, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the POPAT Test, DUE TO ANY CAUSE WHATSOEVER AND HOWSOEVER CAUSED, ARISING OUT OF, OR IN CONNECTION WITH MY TAKING PART IN THE

POPAT TEST AND/OR ANY ASSOCIATED OR ALIGNED ACTIVITY NOTWITHSTANDING THAT THE SAME MAY HAVE CONTRIBUTED TO OR BEEN OCCASSIONED BY ANY ACT OR FALURE TO ACT, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF ANY RELEASEE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE *OCCUPIERS LIABILITY ACT*, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE POPAT TEST REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any property damage, loss or personal injury to any third party resulting from my participation in the POPAT Test.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This Release Agreement and any rights, duties and obligations as between the parties hereto shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and the jurisdiction and venue for any legal proceedings related to this Release Agreement shall be solely within the Courts of British Columbia. In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the POPAT Test, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I acknowledge that I may withdraw from the POPAT Test at any time and that my participation in the POPAT Test is entirely voluntary.

I understand that my POPAT Test fee is **non refundable** and **non transferable**.

Legal Name of Applicant

Signature of the Applicant

_____/_____/_____
Date: year month day