

**8 WING CC130 HERCULES PULL CHALLENGE  
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND  
INDEMNIFICATION AGREEMENT  
29 September 2017**

I recognize and understand that persons under the age of 18 years taking part in the 8 Wing CC130 Herc Pull could become injured in many different ways. In recognition, therefore, of my child or ward whose full name is \_\_\_\_\_ being permitted to participate in the CC130 Herc Pull, and on behalf of myself, any heirs, next of kin, devisees, successors, assigns, executors, administrators and representatives, I, \_\_\_\_\_, being the parent or responsible person of the said child, and also being eighteen years of age or older, do hereby,

1. **Waiver**: waive all claims of any nature or kind whether in contract, tort, negligence or otherwise, against Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, and against those members' Non-Public Property, and against the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, all in their employment and private capacities, in any manner arising out of, based upon, occasioned by or attributable to the activities of them, including negligence on their part, or any action taken or things done or maintained by virtue thereof;
2. **Risk Acceptance**: having determined and acknowledged that the activity is inherently hazardous and may result in physical harm and wishing in any event to carry out the activity, voluntarily assume any risks that may be associated with the activity;
3. **Physical Fitness**: I state that I possess the necessary physical fitness required to participate in the CC130 Herc Pull conducted by Canadian Armed Forces members or supervised by them and declare that I do not possess any physical limitations that would be affected by my participation in this event;
4. **Potential Risks**: I am aware that I could encounter the following injuries: pulled muscles, sprained joints, bruises, abrasions or contusions, exertion-related injuries, weather-related injuries, and potential muscle hernias. This is not a full and exhaustive list and I am aware that I am waiving the right to compensation for any injury that is a result of my participation in the CC130 Herc Pull event. I am also aware that I must provide my own protective equipment to protect myself during the event;
5. **Indemnification**: having determined and acknowledged that the activity is inherently hazardous and may result in physical harm and wishing in any event to carry out the activity, voluntarily assume any risks that may be associated with the activity;
6. at all times indemnify and save harmless Her Majesty the Queen in right of Canada, Her Officers, servants, agents, employees and members of Her Canadian Armed

To be completed by civilian participants

Forces, and those members' Non-Public Property, and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my presence at the 8 Wing CC130 Herc Pull event;

7. covenant that I will not commence or maintain against any person, any action or proceeding which will give rise to a claim against Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, or against those members' Non-Public Property, or against the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, for contribution or indemnity; and
8. acknowledge having read this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement and understanding the Agreement is intended to be broad and all-inclusive so as to preclude any claims, indicate my acceptance of this document by my signature.

Signed in: Trenton, Ontario

This, the \_\_\_\_\_ day in the month of \_\_\_\_\_ of the year 2017.

\_\_\_\_\_  
Responsible Adult's Signature

Name of Minor: \_\_\_\_\_

Date of Birth of Minor: \_\_\_\_\_

Address of Minor: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature