# 17 WING DETACHMENT DUNDURN 2024-2025



## **RGA CLUB WAIVER**

New Client Form

First Name:
Last Name:
Age:
Address:
Country:
Prov/State:
City:
Postal Code:
Phone 1:
Email:
Birthdate:
Health Card #:
Signature:
Date:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY
AGREEMENT

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

WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue I have read and agree to be bound by statement above.

Signature \_\_\_\_\_

- This is a binding legal agreement. Clarify any questions or concerns before signing.
- 2. As a participant in the Dundurn Rod, Gun, and Archery Club and the activities, programs, classes, services provided and events sponsored or organized by Canadian Forces Morale and Welfare Services:
- a. Canadian Armed Forces and PSP Dundurn
- **b.** 17 Wing Winnipeg, Detachment Dundurn
- **c**. Saskatchewan, Canada
- **d**. For the duration of my membership.

including but not limited to: self-led activities, virtual and online activities, instructional sessions or lessons, practices competitive activities including game play, travel, equipment use or loan, indoor and outdoor activities and facilities, strength training and fitness conditioning and performances (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

Disclaimer 3. In consideration of my participation in or attendance at these Activities, I, on behalf of myself, personal representatives, heirs, spouse, children or assigns, do hereby waive, release and forever discharge Their Majesty the King in Right of Canada, Their officers, servants, agents, employees, volunteers, officials, participants, agents, sponsors and members of Their Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Morale and Welfare Services, its officers, servants, agents and employees, volunteers, officials, participants, agents, and sponsors (collectively the "Organization") 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 acts or omissions resulting from my participation in or attendance at this Activities in any manner whatsoever including, but not limited to, the negligence of the Organization, either collectively or individually.

I have read and agree to be bound by paragraphs 1, 2 and 3.

Signature\_\_\_\_\_

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT Description and Acknowledgement of Risks

- 4. I understand and acknowledge that:
- a. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
- **b.** I am responsible for my own code of conduct and behavior during the Activities and will follow safety guidelines including the recommendation by the Organization of the wearing of personal protective equipment (where applicable);
- c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
- **d.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
- **5.** I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
- **a**. Health (physical and mental): executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, psychological harm, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;
- b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises;
- c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
- d. Contact: contact with equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury;
- e. Advice: negligent advice regarding the Activities;
- f. Ability: Failing to act safely or within my own ability or within designated areas; g. Cyber: privacy breaches, hacking, technology malfunction or damage:
- h. Conduct: My conduct and conduct of other persons including any physical altercation between participants;
- i. Travel: Travel to and from the Activities:
- j. Negligence: My negligence and negligence of other persons, including negligence on the part of the Organization, either collectively or individually, may increase the risk of damage, loss, personal injury or death. I understand that the Organization, either collectively or individually, may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are referred to above.

I have read and agree to be bound by paragraphs 4 and 5.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND **INDEMNITY AGREEMENT**

#### **Terms**

- 6. In consideration of the Organization allowing me to 7. In consideration of the Organization allowing me to participate in the Activities. Lagree:
- a. That when I practice or train in my own space, I am a. That the sole responsibility for my safety remains with me; responsible for my surroundings and the location and b. To ASSUME all risks arising out of, associated with or equipment that I select:
- b. That my mental and physical condition is appropriate to c. That I am not relying on any oral or written statements participate in the Activities and I assume all risks related to made by the Organization or its agents, whether in a my mental and physical condition;
- c. To complete a Physical Activity Readiness Questionnaire for Everyone (PAR-Q+) and followed recommendations such as seeking further advice from a doctor, another health care practitioner who is licensed to diagnose, or a qualified exercise professional before becoming much more possibility of personal injury, death, property damage, physically active;
- d. To comply with the rules and regulations for participation in the Activities including local, municipal, provincial and federal government regulations;
- e. To comply with the rules of the facility or equipment;
- f. That if I observe an unusual significant hazard or risk, I wil remove myself from participation and bring my observations to a representative of the Organization immediately:
- g. The risks associated with the Activities are increased when I am impaired and I will not participate if impaired in any way:
- h. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity:
- equipment and the secure fitting of that equipment:
- and that benefits are realistic. I am responsible for arranging not responsible or liable for any damage to my vehicle, and paying for such coverage;
- k. To stop participation in the Event if it becomes, in my own Activities; assessment and opinion, unsafe to continue:
- I. That COVID-19 is contagious in nature and I may be Organization, either collectively or individually, to take exposed to, or infected by, COVID-19 and such exposure may reasonable steps to safeguard or protect me from the risks, result in personal injury, illness, permanent disability, or dangers and hazards associated with the Activities; death.

m.l understand that there are hidden dangers on the broad and inclusive as is permitted by law of the Province of aforementioned unexploded ammunition and explosives.

I have read and agree to be bound by paragraph 6.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

#### Release of Liability and Disclaimer

- participate. I agree:
- related to my participation;
- brochure or advertisement or in individual conversations, to agree to participate in the Activities;
- $^{
  m l}$ d. To WAIVE any and all claims that I may have now or in the future against the Organization;
- e. To freely ACCEPT AND FULLY ASSUME all such risks and expense and related loss, including loss of income, resulting from my participation in the Activities:
- f. To INDEMNIFY and HOLD HARMLESS the Organization PSF Dundurn, either collectively or individually, from and against any and all claims and demands, losses, litigation expenses, legal fees, liability, damages, awards, costs, actions, causes of action, suits, or other proceedings of any form or type whatsoever, they, or any of them, may incur or be subject to whether directly or indirectly as a result of my participation in the Activities, whether the claim is based on, including but not limited to, the negligence, gross negligence, breach of contract, or any action taken or things done, maintained or failed to be done of or by the Organization, collectively or individuallv.:
- g. To FOREVER RELEASE AND INDEMNIFY and HOLD i. That I am responsible for my choice of safety or protective HARMLESS the Organization, either collectively or individually, from any action related to my becoming exposed j. There is no insurance coverage provided for participants to or infected by COVID-19 as a result of, or from, any action. against dangers inherent in the Activity. I am responsible to omission or negligence of myself or others, including but not review my personal accident, life insurance coverage tollimited to the Organization, either collectively or individually; ensure that there is no exclusions related to the Activities. h. That the Organization, either collectively or individually, is property, or equipment that may occur as a result of the
  - . That negligence includes failure on the part of the
  - i. This release, waiver and indemnity is intended to be as **Defense Establishment, including** Saskatchewan and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

k.as per DAOD 2007-1 General Safety Program and DAOD 2051-0 Range Safety there will be a RSO (Range Safety Officer present at all Archery Shoots

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

#### Jurisdiction

- 8. I agree that in the event that I file a lawsuit against the Organization, either collectively or individually, I will do so solely in the Province of Saskatchewan and further agree that the substantive law of the Province of Saskatchewan will apply without regard to conflict of law rules.
- 9. I AGREE that the Agreement will be governed by, and is to be interpreted, construed and determined in accordance with, the applicable federal laws and the laws in force in the province of Saskatchewan, Canada and I AGREE to irrevocably and unconditionally attorn to the exclusive iurisdiction of the Courts of Saskatchewan. Canada and all courts competent to hear appeals from the Courts of Saskatchewan, Canada.
- 10. I AGREE that if any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.
- 11. WITHOUT LIMITING THE ABOVE, I AGREE NOT TO SUE the Organization, either collectively or individually, for, including but not limited to, any and all personal injury, including physical and psychological harm, death and property loss or damage, and costs, damages, fees, expenses, awards, and liabilities or otherwise relating thereto of any form or type, howsoever caused or arising, and whether directly or in directly as a result of my participation in the Activities, I have read and agree to be bound by paragraphs

## Signature

7,8,9,10,11.

Acknowledgement 12. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization, either collectively or individually, on the basis of any claims from which I have released herein.

Name (Printed)	-
Signature	
Signature of Guardian	_

Date

# ROD, GUN & ARCHERY CLUB

# 17 WING DETACHMENT DUNDURN

Full Dundurn Rod, Gun & Archery Club
Membership (see rules):

Sponsor Name (if applicable):\_\_\_\_\_

Reason for joining the club:

\_\_\_\_\_

Substantiation for vetting process:

Primary Member (Above) If applying for family membership (list shooting members only)

Spouse:\_\_\_\_\_

Child 1: \_\_\_\_\_ Age:

Child 2: \_\_\_\_\_ Age:

Child 3: \_\_\_\_\_ Age:

Child 4: \_\_\_\_\_ Age:

Interest Areas (optional):

☐ Archery ☐ Gun ☐ Fishing

**Emergency Contact Information:** 

Contact Person: \_ \_\_\_\_\_

Relationship: Contact Phone #s: \_\_\_\_\_

<u>Dundurn Rod and Archery Club Membership only (see rules):</u>

Sponsor Name (if applicable):\_\_\_\_\_

Reason for joining the club:

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Substantiation for vetting process:

Primary Member (Above) If applying for family membership (list shooting members only)

Spouse:\_\_\_\_\_

Child 1: \_\_\_\_\_ Age:

Child 2: \_\_\_\_\_ Age:

Child 3: \_\_\_\_\_ Age:

Child 4: \_\_\_\_\_ Age:

Interest Areas (optional): 🛘 Archery 🔻 🗖 Fishing

Emergency Contact Information:

Contact Person: \_ \_\_\_\_\_

Relationship:Contact Phone #s: \_ \_\_\_\_\_

# Full Dundurn Rod, Gun & Archery Club Membership (see rules)

·Regular - CAF Members: \$50.00

·Ordinary - DND Team: \$70.00

·Associate - RGA Club Single: \$130.00

·Associate - RGA Club Family: \$160.00 Dundurn Rod & Archery Club

Membership (see rules)

·Associate - RA Club Single: \$110.00

·Associate - RA Club Family: \$140.00

## **Dundurn Rod and Archery Club Membership only (see rules):**

·Regular - CAF Members: \$50.00

·Ordinary - DND Team: \$70.00

·Associate - RA Club Single: \$110.00

·Associate - RA Club Family: \$140.00

\*\*\*Memberships purchased on or after 1 October will be subject to a 40% discount\*\*\*

Cheques Payable to: CFCF

## **MEMBERSHIP TYPE & FEES:**

\_\_\_\_\_ CLUB USE ONLY \_\_\_\_\_

All waivers MUST be signed and completed due to the amount of power tools with Walk Through before access will be granted.

Paid By: 

Cheque/Cash 

Debit/Credit 

Mill Pay

☐ Waivers ☐ Constitution ☐ Walk Through ☐ Card ☐ Key List

Receipt #\_\_\_\_\_

Club Signature: PSP Signature: PSP Signature:

Acknowledgment and Understanding I acknowledge having read this assumption of risks, waiver of liability and indemnity agreement, including the description of the inherent risks associated with the activity or event and understand that this Agreement is intended to be broad and allinclusive so as to preclude any claims and that I have the legal capacity to sign.

# **Participant's Signature**

\_\_\_\_\_

**Date** 

\_\_\_\_\_

# Parent's/Guardian' Signature

\_\_\_\_\_

**Date** 

\_\_\_\_\_

(required also if participant is a minor)

Witness' sign

