

RELEASE FROM LIABILITY AND WAIVER OF ALL CLAIMS AND ASSUMPTION OF RISKS

WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP THE RIGHT TO SUE, AND ASSUME BOTH RISK AND EXTRAORDINARY RISKS INHERENT TO FIRST AID PROGRAMS

TO: Solid Medical & Safety Systems Ltd.

In consideration of Solid Medical & Safety Systems Ltd. (herein the "Training Agency") accepting my application and being permitted into a First Aid Program (herein a "First Aid Program"), **I agree to the terms and conditions of this release** (collectively this "Agreement").

I understand and accept that:

1. My ability to understand English will affect my performance in the course. In addition, I understand that all students must be able to read and write English proficiently to successfully complete the course.
2. Failure to attend and participate in all components of the course will prevent me from being eligible for examination at the end of the course.
3. Consumption of alcohol or illegal drugs is not permitted during instructional time and could lead to my expulsion without compensation from the First Aid Program.
4. Should a real emergency or a first aid circumstance occur during or subsequent to the course, the Training Agency, its employees, instructors, agents and representatives cannot guarantee that I will remember and perform first aid and accident handling skills at the level demonstrated during the course. The Training Agency cannot guarantee that the information in my course is accurate, current, and/or correct by omission, negligence, poor judgment or any other way.
5. It is my responsibility to ensure that I have proper clothing and equipment.
6. Transportation will not be provided during the course. At times the First Aid Program will be dismissed at the classroom and reconvened at the field simulation site. Transportation to and from this site is the responsibility of each student. The Training Agency or the Training Staff, is in no way responsible for driver conduct, safety and/or insurance of the vehicles, even if the vehicle belongs to, or is driven by the Training Staff or the Training Agency.
7. **I am aware that the accident simulations and participation in the First Aid Program, indoors and outdoors, have dangers and risks, sometimes extreme, some of which include but are not limited to:**
 - a) **Slippery Terrain** - wilderness areas with steep slopes in their natural state have many obstacles and extreme hazards. These areas may not have been traveled before and may not be regularly patrolled or examined. Participants may become lost or separated from the Training Staff or other participants in locations where communication could be difficult and rescue and medical treatment may not be available.
 - b) **Falling Object Manmade or Natural** - may frequently occur in wilderness terrain used for outdoor accident simulation sites due to natural forces including steepness of slopes or by changing weather conditions. It is often difficult or impossible to predict when or where falling objects may or may not occur.
 - c) **Coastal Terrain** - wilderness areas bordering or crossing water bodies with slopes in their natural state have many obstacles and extreme hazards. Such hazards may include hypothermia and/or drowning, strong currents and waves. Many of these areas may not have been traveled before, are not regularly patrolled or examined. Participants may become lost or separated from the Training Staff or other participants in locations where communication could be difficult and rescue and medical treatment may not be available.
 - d) **Weather** - weather or weather conditions may be inclement and extreme and can change rapidly without warning. Proper clothing and equipment is necessary for safety and comfort. It is your responsibility to ensure that you have adequate clothing and equipment.
 - e) **Marine and Ground Vehicle Travel** - additional risks are posed by boat transportation in marine areas, in the variable weather conditions associated with these areas, and in vehicle travel on highways, roads, back-country roads, and roads that are not maintained.
 - f) **Conduct of the Training Agency** - the conduct, including negligence and poor judgment, of the Training Agency and/or Training Staff, the conduct of other wilderness area users, and the conduct of fellow class participants.
 - g) **Performing first aid procedures** - additional risks are posed when practicing first aid techniques on fellow class participants or Training Staff and by having such techniques practiced on you. Techniques include, but are not limited to touching during full body exams; pulling and/or pushing and/or rough handling on all parts of the body, lifting heavy objects including people, being carried and/or strapped in a stretcher and/or spine board, constrictive bandages, splints including traction splints, handling equipment such as pressurized oxygen, and sharp objects (scalpels, saws, hypodermic needles etc.) which may not be sterile.
8. I willingly accept all the risks of first aid training including without limitation the risks described above and the possibility of bodily injury, death, property damage, loss or expense resulting therefrom. I acknowledge that the enjoyment and excitement of first aid training is derived in part from indoor and/or outdoor accident simulation on what may be difficult or dangerous terrain and that the inherent risks of first aid training contribute to such enjoyment and excitement.
9. **I hereby agree to indemnify, release, and save harmless the Training Agency, its employees, instructors, agents and representatives (collectively the "Training Staff") from any loss or damage whether to the person or to property, arising from and during my participation in the First Aid Program and furthermore release and forever discharge the Training Agency and its Training Staff from any and all actions, causes of actions, claims, demands, damages, costs, expenses and compensation whatsoever which I may hereafter have against the Training Agency which arises out of or is connected with, directly or indirectly from my acceptance into the First Aid Program due from any cause whatsoever including but not limited to negligence or gross negligence on the part of the Training Agency or the Training Staff.**
10. In entering into this agreement I am not relying on any oral or written representations or statements made by the Training Agency or the Training Staff including those in any brochures to induce me to take a First Aid Program.

11. I agree that this Agreement is to be interpreted pursuant to the laws of the Province of British Columbia, Canada. I agree that any errors and/or omissions accorded in this document will not discount this Agreement, and agree that the document will be binding.

12. I confirm that I am of **the full age of nineteen years** (eighteen if the course is held in Alberta, Canada) (or over the age or reasonability elsewhere) and that **I have read and understood** this Agreement prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators, successors and all members of my family.

Dated this _____ day of _____, 20____.

(Day) (Month) (Year)

Address of Participant:

Participant Signature

Signature of Witness

Participant Name (Printed)

Witness Name (Printed)

PARENT OR GUARDIAN RELEASE ON BEHALF OF UNDERAGE PARTICIPANT AND ASSUMPTION OF RISK BY THE UNDERAGE PARTICIPANT

WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP THE RIGHT TO SUE, AND ASSUME RISK BOTH INHERENT TO FIRST AID PROGRAMS AND EXTRAORDINARY RISKS

TO: Solid Medical & Safety Systems Ltd.

In consideration of Solid Medical & Safety Systems Ltd. (herein the "Training Agency") accepting my own application on behalf of my son, daughter, or any ward in my care (herein the "Student") and the Student being permitted into a First Aid Training Program (herein a "First Aid Program"), the student and I on behalf of the Student agree to this release of claims, waiver of liability and assumption of risks (collectively this "Agreement").

Both the Student and I have read and understand the information on all pages of this Agreement and I have made the Student aware that first aid training and participation in a first aid program have dangers and risks, sometimes extreme, including, but not limited to those outlined in this release form and on page one. In addition to the dangers and risks inherent to the activity I and the Student understand and agree that:

1. TO WAIVE ANY AND ALL CLAIMS that I might have against Solid Medical & Safety Systems Ltd., its directors, officers, employees, agents, representatives, contractors, (together known as "The Releasees").
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, bodily injury, death or expense that I may suffer or that my next of kin may suffer as a result of the Student's participation in the Solid Medical & Safety Systems Ltd. course, due to any cause whatsoever including, but not limited to negligence and gross negligence on part of the Training Agency or the Training Staff.
3. TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any and all liability for any loss, damage, bodily injury, death or expense sustained by me, the Student, or any other third party which in any way arises out of or relates to my participation in the Solid Medical & Safety Systems Ltd. course, due to any cause whatsoever including but not limited to negligence and gross negligence on part of the Training Agency or the Training Staff.

I and the Student willingly accept all the risks of first aid training including without limitation the risks described above and on all pages of this document, and the possibility of bodily injury, death, property damage, loss or expense resulting therefrom. I and the Student acknowledge that the enjoyment and excitement of first aid training is derived in part from indoor and/or outdoor accident simulations on what may be difficult or dangerous terrain and that the inherent risks of first aid training contribute to such enjoyment and excitement.

In entering into this agreement I and the Student are not relying on any oral or written representations or statements made by the Training Agency or the Training Staff or including those in any brochures to induce me to take a First Aid Program.

I and the Student agree that this Agreement is to be interpreted pursuant to the laws of the Province of British Columbia, Canada.

As the legal parent or guardian of the Student, I confirm that I am the full age of nineteen years (eighteen if the course is held in Alberta, Canada), have **read and understood** this Agreement prior to signing it and agree that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, successors and all members of my family.

Dated this _____ day of _____, 20____.

(Day) (Month) (Year)

Participant/ Student Signature

Signature Parent or Guardian

Signature of Witness

Participant/Student Name (Printed)

Parent or Guardian Name (Printed)

Witness Name (Printed)

Address of Participant/Student