

**INFORMED CONSENT TO UNDERTAKE
THE PHYSICAL ABILITIES READINESS EVALUATION (PARE)**

TO: THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY (the "University")

NAME OF PARTICIPANT: _____

Please print clearly

ADDRESS OF PARTICIPANT: _____

Street/PO Box #, City and Postal Code

INFORMED CONSENT

I, _____, authorize MacEwan University and Fitness Centre Staff to perform a series of procedures, which constitute the Physical Abilities Readiness Evaluation (PARE).

I understand that the Physical Abilities Readiness Evaluation is a job-related physical abilities test that evaluates my physical capacity as it applies to Law Enforcement/Police Work. The successful completion of this test shows that I possess the minimal physical abilities (see PARE protocol) deemed essential for the performance of law enforcement/police work.

The PARE consists of:

- An obstacle course of 6 laps
- A push/pull station with 70 or 80 lbs (as stipulated by the intending hiring force of which the candidate is applying to)
- A torso bag carry of 80 or 100 lbs (as stipulated by the intending hiring force of which the candidate is applying to)

Physical Demands

I understand that the PARE is a physically demanding test. During the test my heart rate may reach its maximal level, and may remain there for several minutes, thus placing me under heavy physical stress. The tests will also challenge my muscular strength, agility and coordination skills.

I understand the tests as they have been explained and demonstrated to me, and I have had the opportunity to ask questions and practice on the equipment. I will follow all safety procedures as outlined. Heart rate and blood pressure screening will be required before and after the test and I will immediately inform the appraiser of any pain, discomfort, fatigue, or other symptoms that I may suffer during or immediately following the test. My understanding is that there are potential risks associated with taking the PARE, such as light-headedness, fainting, chest discomfort, and nausea. I willfully assume those risks.

No Compulsion for Applicants

I understand that UNDER NO CIRCUMSTANCES am I compelled to continue to complete the tests should I decide to stop. I will follow the instructions about safety including slowing down or stopping immediately IF INSTRUCTED TO DO SO by the test administrator.

I agree that I have read and understood this document._____
Signature of participant_____
Signature of witness_____
Date Signed_____
Date Signed

**PHYSICAL ABILITIES READINESS EVALUATION (PARE)
PARTICIPANT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (“Agreement”)**

**WARNING: BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED WHILE USING THE MACEWAN UNIVERSITY SPORT AND WELLNESS FACILITY
PLEASE READ CAREFULLY!**

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ASSUMPTION OF RISK

I am aware that participating in Physical Abilities Readiness Evaluation at the MacEwan University Sport and Wellness Facility is voluntary and that participation in this activities has many inherent risks, including but not limited to:

All manner of injury arising from falling and impacting against the floor surface, walls, apparatus/equipment or the ground; impacting with other participants, and/or equipment; an increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack; potential for bone and muscular skeletal injury, such as sprains and strains; episodes of light headedness, fainting, chest discomfort, leg cramps and nausea; aggravation of an existing or past injury; discomfort or problem with any other injury; discomfort or physical problem associated with physical activity or other injuries; any manner of injury resulting from use, misuse, non-use and failure of any equipment; and other hazards such as theft, vandalism or exposure to communicable disease, including but not limited to any pandemic, or other ongoing public health concern.

I further state that I am in proper physical condition to undertake Physical Abilities Readiness Evaluation at the MacEwan University Sport and Wellness Facility and am aware that my participation could, in some circumstances, result in physical injury. No doctor or other health practitioner has advised me not to undertake in any activity involving cardiovascular strain or muscular skeletal strain.

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.

PARTICIPANT UNDERTAKINGS

In consideration of being allowed to undertake Physical Abilities Readiness Evaluation at the MacEwan University Sport and Wellness Facility, I undertake to conduct myself in accordance with the University’s guidelines. Such guidelines include, but are not limited to the following:

- Complying with the rules and activity instruction of the University;
- Reporting injuries or illnesses to MacEwan University Sport and Wellness staff as soon as possible;
- Being responsible for personal property;
- Declaring I do not knowingly have any medical condition which would prevent me from participating in physical activity; and
- Immediately ceasing activities in the event a doctor or other health practitioner has advised me not to undertake any activity involving cardiovascular strain or muscular skeletal strain.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the University allowing my participation in the Activity, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University, and its board members, officers, instructors, employees, students, contractors, volunteers or agents arising out my participation in the Activity.
2. TO RELEASE the University, and its board members, officers, instructors, employees, students, contractors, volunteers or agents (collectively, the "Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Activity due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;
(initial here that you have read paragraph 2)
3. TO HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Activity; and
4. This 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.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the University other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE UNIVERSITY.

I ACKNOWLEDE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO OBTAIN LEGAL ADVICE ABOUT THE TERMS OF THIS DOCUMENT.

Signed this _____ day of _____, 20_____

Signature of participant

Signature of witness

Print witness name

This agreement must be completed in full, signed, dated, witnessed and paragraph 2 must be initialled before the participant may participate in the activity.