Informed Consent to Undertake the Correctional Officer Physical Abilities Test (COPAT)

I, ____________________________, authorize MacEwan University and MacEwan University Sport and Wellness Fitness Centre Staff to perform a series of procedures that constitute the Correctional Officer Physical Abilities Test (COPAT).

I understand that the COPAT is a job-related physical abilities test that evaluates my physical capacity as it applies to Correctional service work. The successful completion of this test shows that I possess the minimal physical abilities (see COPAT protocol) deemed essential for the performance of correctional service work.

The COPAT consists of:
- An Obstacle Course including stairs and a mobility run
- A Push/Pull station with 70 lbs
- A Vault Station with controlled falls
- A Torso Bag Carry of 80 lbs

I understand that the COPAT 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 test will also challenge my muscular strength, agility and coordination skills.

I understand the test as it has 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 remain at the testing session until successfully screened after the test. It is my obligation to 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 COPAT, 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 test 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
PRINT WITNESS NAME

SIGNATURE OF LEGAL GUARDIAN
PRINT GUARDIAN NAME
(For participants under the age of majority)

Dated at Edmonton, Alberta, this _____ day of ____________________, 20_____.

The personal information requested on this form is collected under s.33(c) of the Freedom of Information and Protection of Privacy Act, for the purpose of managing Testing and Training at MacEwan University Sport and Wellness. Questions concerning the collection, use and disposal of the personal information should be directed to: Coordinator, Privacy and Information Management, MacEwan University, 10700 - 104 Avenue, Edmonton, AB T5J 4S2; telephone 780-497-5423.

Sport and Wellness: 8450-07-General
Corrections Officer Physical Abilities Test (COPAT)
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!

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

I wish to participate in the COPAT on ________________, 20____ to be held at the ________________ location with MacEwan University Sport and Wellness (“Sport and Wellness”) at MacEwan University.

In consideration of the acceptance of my entry to participate in the COPAT:

1. I agree to comply with the rules and activity instruction of the Sport and Wellness and MacEwan University.

2. I understand and acknowledge that there may be particular risks, hazards and dangers associated with my participation in this activity, any one of which could result in my sustaining personal and/or bodily injury.

3. I accept that the normal hazards and risks associated with physical activity are those over which the Sport and Wellness and MacEwan University have no control.

4. I agree not to hold MacEwan University, or the directors, officers, employees or agents of MacEwan University (including the officers, employees or agents of the Sport and Wellness), responsible for injuries I have sustained in connection with my participation in the initialed activities.

5. I acknowledge that I do not knowingly have any medical condition that would prevent me from participating in the COPAT.

CONTINUED ON NEXT PAGE........
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 1980 c. 0-3 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 ACKNOWLEDGE 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 ______________________

SIGNATURE OF LEGAL GUARDIAN ______________________ PRINT GUARDIAN NAME ______________________

(For participants under the age of majority)

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

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