

Mental Health Wilderness First Aid

Also referred to as “MHWFA” or “the program”.

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AGREEMENT

1. In consideration of participating the MHWFA program, I agree and acknowledge that I am fully aware that participation in the Activity involve risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.
2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. "Released Party" means Mental Health Wilderness First Aid or any of its affiliates, representatives, directors, officers, agents, employees or volunteer staff.
3. I agree and acknowledge that:
 - a. I am in proper physical, emotional, and mental health condition to participate in the program, and am aware that participation could, in some circumstances, result in physical injury, emotional distress, traumatization or “triggers”.
 - b. I am aware that Mental Health Wilderness First Aid programs may occur both indoors and outdoors, and that each location carries with it unique hazards and risk factors as well as benefits. I will come to the program with appropriate equipment, clothing, and PPE (personal protective equipment) each day, adequate to prepare myself for the program locations.
 - c. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. As a result, municipal, provincial, and federal governments and health agencies recommend physical distancing, hand washing, hand sanitizing and have, in many locations, prohibited the congregation of groups of people. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child(ren) may be exposed to or infected by COVID-19 by attending an in-person MHWFA program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Mental Health Wilderness First Aid employees, contractors, volunteers, and program participants and their families.



4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.
5. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
6. I am aware that there may be limited access to medical or mental health care during the Activity. I understand and acknowledge that if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
7. I am aware that it is advisable to consult a physician and a mental health professional prior to participating in the Activity.
8. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
9. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

Name of participant: _____

Signature: _____

Date: _____

