



## **BRITISH COLUMBIA PHARMACY ASSOCIATION**

*(Subsequently referred to as "BCPhA")*

### **WAIVER OF LIABILITY AGREEMENT**

#### **WARNING**

**BY SIGNING THIS WAIVER OF LIABILITY AGREEMENT YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY.**

**THIS DOCUMENT CONTAINS ONEROUS CLAUSES.**

**READ THOROUGHLY AND CAREFULLY BEFORE SIGNING.**

**IF YOU DO NOT UNDERSTAND IT, PLEASE SEEK ASSISTANCE PRIOR TO SIGNING.**

1. In this Waiver of Liability Agreement "Program" means:
  - a) training pharmacists to administer injections and immunizations and to train other pharmacists to administer injections and immunizations;
  - b) pharmacists trained under paragraph 1(a) training other pharmacists to administer injections and immunizations; and
  - c) pharmacists trained under paragraphs 1(a) or (b) administering injections and immunizations.

In consideration of being permitted to participate in the Program, either as a student or instructor, I, the undersigned acknowledge to and agree with BCPhA that:

#### **ACKNOWLEDGEMENT OF RISKS**

2. I am aware that the Program will include training to administer injections. I understand and acknowledge that such training will include performing injections on instructors or other Program participants, and that instructors or other Program participants will perform injections on me.
3. I am aware of the dangers, risks and hazards associate with my participation in the Program. These risks include any manner of injury or illness, including but not limited to irritation at the injection site, fainting, infection or death. I acknowledge and agree that I am freely and voluntarily assuming any and all dangers, risks and hazards associated with my participation in the Program and further acknowledge that I agree to do so entirely at my own risk.



## **WAIVER OF CLAIM**

4. BCPhA and its members, employees, agents, trustees, contractors, directors and officers and their helpers and assistants, the Program coordinators, instructors and assistants, and other Program participants and each of them and their respective insurers, heirs, successors, assignees, administrators and executors ( collectively , the "Releasees") are and shall not be responsible for any loss, damage, personal injury, death or property damage, however caused, arising from my participation in the Program including, without limitation, negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute.

## **INDEMNITY**

5. I hereby release, indemnify and save harmless the Releasees and each of them from any and all liability, costs ( including, without limitation, legal costs), claims, damages, demands, actions and causes of actions at law, by statute and /or in equity arising as a result of any loss, damage, personal injury, death, or property damage suffered as a result, directly or indirectly, of my participation in the Program including without limitation, as a result of negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute.

## **RELEASE**

6. I understand that by signing this Waiver of Liability Agreement I will be forever precluded from suing or otherwise claiming against the Releasees or any of them for any loss, damage, personal injury, death or property damage that I may sustain through my participation in the Program, including without limitation, as a result of negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute.

## **BCPhA AS AGENT**

7. For the purposes of this Waiver of Liability Agreement, BCPhA is or shall be deemed to be acting as agent or trustee on behalf of or for the benefit of each of the other Releasees.



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**ENTIRE AGREEMENT AND SEVERABILITY**

8. In entering into this Waiver of Liability Agreement, I am not relying upon any oral or written representations or statements made by BCPhA other than what is set forth in this Waiver of Liability Agreement.
9. If any provision of this Waiver of Liability Agreement is held to be invalid or unenforceable, the remainder of this Waiver of Liability Agreement will not be affected, and it will in other respects continue to be effective and enforceable. If such invalidity or unenforceability is subsequently released or changed so it is no longer in conflict with the law, the provision will return to full force and effect.

**SUCCESSORS AND ASSIGNS**

10. This Waiver of Liability Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors, administrators, executors, heirs, and permitted assigns.

**APPLICABLE LAW**

11. I acknowledge this Waiver of Liability Agreement shall be governed by the laws in force in the Province of British Columbia.

I HAVE READ AND UNDERSTOOD THIS WAIVER OF LIABILITY AGREEMENT and agree and consent to all terms and conditions set out therein. I am aware that by signing this Waiver of Liability Agreement I am WAIVING CERTAIN LEGAL RIGHTS which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ British Columbia

\_\_\_\_\_  
Signature of Program Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Program Participant

\_\_\_\_\_  
Print Name of Witness