Please read carefully. This is a legal document that affects your legal rights.

This Release and Waiver of Liability is executed on this day ______________________ by __________________________________ (the “CVR Member/Reservist”) in connection with the CVR Member/Reservist’s CVR-related activities, as defined herein (including Exhibit ‘A’ – The Activities), on behalf of the Canadian Veterinary Medical Association (CVMA) and its Canadian Veterinary Reserve (CVR), a non-profit organization, their directors, officers, employees, and agents (collectively “CVMA”). The CVR Member/Reservist agrees to assist the CVMA by engaging in CVR activities related to being a Reservist (the “Activities”). The CVR Member/Reservist understands that the Activities may include, but are not limited to, those listed in Exhibit A, which is attached hereto and incorporated herein. The Activities may also include working in and around disaster sites, working with all species of animals, and living in austere and potentially dangerous environments.

The Reservist hereby freely, voluntarily, and without duress executes this Release under the following terms:

A. General Release and Waiver. The CVR Member/Reservist does hereby release and forever discharge and hold harmless CVMA and its successors and assigns from any and all liability for bodily injury, personal injury, illness, death, or property damage that may result from CVR Member/Reservist’s Activities with CVMA, regardless of whether it is caused by the CVMA or its officers, directors, employees, agents, or otherwise.

B. Obligation of Reservist. The CVR Member/Reservist hereby undertakes these Activities freely and voluntarily and agrees to conduct him or herself at all times in a reasonable manner and will remain personally responsible for his or her actions. The CVR Member/Reservist acknowledges that he or she is not an employee of CVMA and is not entitled to any benefits of employment.

C. Medical treatment. The CVR Member/Reservist does hereby release and forever discharge CVMA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the CVR Member/Reservist’s Activities with CVMA.

D. Assumption of Risk. The CVR Member/Reservist understands that the Activities include both training and emergency response work that may be hazardous to the CVR Member/Reservist, including but not limited to, treatment of animals, loading and unloading of animals and supplies, working in austere and potentially dangerous conditions, and transportation to and from work sites. The CVR Member/Reservist hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases CVMA from all liability for injury, illness, death, or property damage resulting from the Activities.

E. Insurance. The CVR Member/Reservist understands that, except as otherwise agreed to by CVMA in writing, CVMA does not carry or maintain any insurance coverage for CVR Members/Reservists including but not limited to health, medical, disability, life, general liability or malpractice insurance. Each CVR Member/Reservist is expected to obtain his or her own insurance coverage. CVMA does not assume any responsibility for or obligation to provide
financial or other assistance, including but not limited to medical, health, life, or disability insurance in the event of injury, illness or death.

**F. Photographic Release.** The CVR Member/Reservist does hereby grant and convey unto CVMA all right, title, and interest in any and all photographic images and video or audio recordings made by CVMA during the CVR Member/Reservist’s Activities with CVMA, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs and recordings.

**G. Legal Compliance.** The CVR Member/Reservist agrees to comply with all applicable provincial and federal laws or the laws of the country in which the Activities are being conducted.

**H. Jurisdiction.** The CVR Member/Reservist expressly agrees that this *Release and Waiver of Liability* shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

**I. Severability.** The CVR Member/Reservist agrees that in the event that any clause or provision of this *Release and Waiver of Liability* shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provision of this *Release and Waiver of Liability* which shall continue to be enforceable.

- **Term of Waiver and Release of Liability** – This Waiver and Release of Liability is in effect from the date of signing below and for the full term of the CVR Member/Reservist’s membership in the Canadian Veterinary Reserve.

IN WITNESS WHEREOF, the CVR Member/Reservist has executed this Release and Waiver of Liability as of

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CVMA - CVR MEMBER / RESERVIST GENERAL WAIVER

EXHIBIT A – ‘The Activities’

The following Activities listed by group below are examples of activities in which the CVR Member/Reservist may participate.

**CVR Training (including training offered by CVR partners that qualifies as CVR training):**
- Includes travel to and from CVR in-person training sessions.
- Includes attendance-participation at the training during the entire time the CVR Member/Reservist is in travel status and participating in the CVR training program.
- CVR basic and advanced training provide extensive training on bio-security, personal protection and safety in hazardous conditions.

**Table Top Exercises (TTEs):** TTEs are normally played in an office/discussion group environment and/or by E-Learning in a virtual environment. TTEs are usually designed to review processes and procedures that would be used in a real disaster. The purpose of a TTE is to detect and resolve issues, well in advance, that may arise and/or interfere with conducting a realistic simulation or may impede the response to a real emergency.

- Includes travel to and from any CVR-related table top exercise and attendance-participation at the table top exercise during the entire time the CVR Member/Reservist is in travel status and participating in the CVR-related table top exercise.

**Field Exercises (FEs):** FEs are actual deployments of a CVR Member/Reservist to a location in Canada or abroad where they will participate in a simulation of a foreign animal disease outbreak or a civil emergency (manmade or natural disaster). FEs may include working in teams in a simulated disaster environment with the hazards associated with an actual disaster site. For foreign animal disease that may mean working with live, food animals; practicing with personal protective equipment; practicing respirator use; etc. For civil emergency response that may mean working in environments with demolished buildings and other structures typical of the hazards associated with large scale disasters. FEs may also include living and working in simulated disaster environments (i.e. with limited services including limited access to medical facilities).

- Includes travel to and from any CVR-related field exercise and attendance-participation at the field exercise during the entire time the CVR Member/Reservist is in travel status and participating in the CVR-related field exercise.

**Foreign Animal Disease (FAD Response - Deployment with the CFIA):**
- Activities include working in the presence of and close proximity to foreign animal diseases in Canada’s livestock and poultry industry, including avian influenza virus, foot and mouth disease virus and others.
- Some of these diseases are zoonotic meaning transferability of the disease from animals to humans.
Civil Emergencies in Canada: These emergencies cover a wide range of natural and manmade disasters, including but not limited to earthquakes, floods, severe summer and winter storms, tornados, lightning strikes, tsunamis, nuclear and hazardous materials incidents, exposure to toxic materials, public health risks associated with water, food and soil contamination, etc.

- CVR Members/Reservists may be exposed to the hazards and risks associated with such civil emergencies.

FAD Responses and Civil Emergencies Internationally:

- CVR Members/Reservists on international deployments may be exposed to the same hazards and risks as listed above as well as hazardous public health issues especially when working in developing countries. International deployments are typically for periods of 3 weeks or less.

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SUBMITTING YOUR SIGNED WAIVER

Please fax a copy of your signed waiver (both pages 1 and 2) to the CVMA at:

Fax: (613) 236-9681

OR

Send via Canada Post or courier to:
Canadian Veterinary Medical Association
339 Booth Street
Ottawa, ON K1R 7K1
Canada

Please note: Electronic signatures are not accepted.

Direct any questions to CVR Administration e-mail: reserve@cvma-acmv.org or telephone (613) 236-1162 x130  Toll free: (800) 567-2862