



## Acknowledgement, Release and Waiver and Indemnity Agreement

This Acknowledgement, Release and Waiver and Indemnity Agreement ("**Agreement**") is:

GIVEN BY: \_\_\_\_\_

(name of assessment candidate)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(the "**Candidate**")

TO: The Saskatchewan College of Pharmacy Professionals  
Suite 100 – 1964 Park St  
Regina SK S4N 7M5  
(the "**College**")

AND TO:

\_\_\_\_\_  
(name of the licensed pharmacist who will be conducting the assessment)

\_\_\_\_\_  
(address of the licensed pharmacist who will be conducting the assessment)

\_\_\_\_\_  
(the "**Assessing Pharmacist**")

AND TO:

\_\_\_\_\_  
(legal name of the proprietary pharmacy at which the assessment will take place)

\_\_\_\_\_  
(address of the proprietary pharmacy at which the assessment will take place)

\_\_\_\_\_  
(the "**Pharmacy**")

WHEREAS:

1. The Candidate is seeking licensure with the College through the process of the College's Appraisal and Assessment Program set out in Part C, section 5 of the Regulatory Bylaws of the College, part of which process includes the successful completion of a 2-week (not less than 80 hours) assessment (the "**Assessment Process**") to be conducted by a licensed pharmacist in Saskatchewan assigned by the College (an "**Assessor**");
2. The Assessing Pharmacist has agreed to serve as Assessor of the Candidate, and the Pharmacy has agreed that the Assessment Process for the Candidate may take place in its premises;
3. The Candidate is not paid by the Pharmacy or Assessing Pharmacist during the Assessment Process, nor is the Candidate an employee of the Pharmacy or Assessing Pharmacist, and is therefore not entitled to benefits under *The Workers' Compensation Act, 2013*; and
4. The College has purchased, and continues to maintain, insurance (the "**Insurance**") to provide some possible limited coverage for the Candidate should the Candidate become injured as a result of participating in the Assessment Process, which coverage is **not**, however, as comprehensive as provided to workers under *The Workers' Compensation Act, 2013*. A copy of the policy of Insurance, as it may exist from time to time, can be obtained by the Candidate from the College.

NOW THEREFORE, in consideration for (a) the College arranging to procure the Insurance; (b) the Assessing Pharmacist agreeing to serve as Assessor; and (c) the Pharmacy agreeing that the Assessment Process may take place in its premises, the Candidate agrees as follows:

1. **Acknowledgement:** The Candidate recognizes, acknowledges and agrees that:
  - a. the College makes no representation or warranty with respect to the sufficiency of the Insurance in the event that the Candidate suffers an injury as a result of participating in the Assessment Process, including (but not necessarily limited to) if the Candidate suffers or experiences any of the following in the course of the Candidate participating in the Assessment Process: (i) the results of a wilful and intentional act, not being the act of the Candidate; (ii) the results of a chance event occasioned by a physical or natural cause; (iii) a disabling or potentially disabling condition caused by an occupational disease; and/or (iv) any disablement (an "**Injury**"); and
  - b. the College has expressly advised the Candidate that the Insurance does not provide the Candidate with the same level of protection that would have been provided if the Candidate had been a Worker within the meaning of *The Workers' Compensation Act, 2013*, which the Candidate is not, and suffered an Injury; and

c. the Candidate has made his or her own individual assessment of the sufficiency of the Insurance in the event the Candidate suffers an Injury as a result of participation in the Assessment Process.

2. **Release and Waiver:** The Candidate agrees to and hereby does remise, release, forever discharge:

- a. the College,
- b. the Assessing Pharmacist, and
- c. the Pharmacy,

as well as each any and any other officer, servant, agent or employee of the College and/or the Pharmacy, as well as their respective heirs, executors and assigns (collectively “**Releasees**”), from each, every and any claim, cause of action, suit, debt, account, demand, obligation, judgment, loss, claim for damage, cost, expense or interest of any nature whatsoever and whether arising in law or in equity, in contract, tort (including negligence and gross negligence or other breach of duty of any kind by any person) or otherwise, arising out of agreement or imposed by statute, common law or otherwise (collectively “**Causes of Action**”) that the Candidate or any other person, may have or claim to have, whether known or unknown, whether now or in the future, which directly or indirectly arises as a result of any Injury arising directly or indirectly from participation in the Assessment Process and/or any activity associated therewith, and waives any Cause of Action that may arise in the future whether based on any past or future act or omission and whether known or unknown, foreseen or unforeseen, directly or indirectly as a result of participation in the Assessment and/or any activity associated therewith.

3. **Agreement Not to Take Action and to Indemnify:** Neither the Candidate (nor any person on behalf of or claiming through the Candidate) will continue or commence, or cause, by assignment, subrogation or otherwise, any action or proceeding to be continued or commenced, against the Releasees, or any of them, or any person who might claim contribution or indemnity from the Releasees or any of them by reasons of any Cause of Action which directly or indirectly arises as a result of participation in the Assessment Process or any activity associated therewith. The Candidate agrees to indemnify and save harmless the Releasees, and each of them, from any Cause of Action as a result of any action or other proceeding commenced or continued in breach of this Agreement. Without limiting in any way the generality of the foregoing, the Candidate agrees to indemnify the Releasees, and each of them, with respect to any legal fees or disbursements that the Releasees, or any of them, might pay as a result of any action or other proceeding threatened, commenced or continued in breach of this Agreement.

IN WITNESS WHEREOF the Candidate has executed this Agreement on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED AND SEALED in the  
presence of:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Candidate Signature)

\_\_\_\_\_  
(Witness Name Printed)

\_\_\_\_\_  
(Candidate Name Printed)