



ASSUMPTION OF RISK AND RELEASE OF LIABILITY (“ASSUMPTION AND RELEASE”) FOR ROAD TESTS DURING THE COVID-19 PANDEMIC

OVERVIEW

The conduct of a driver examination (“Road Test”) pursuant to the *Traffic Safety Act*, RSA 2000, c T-6 during the COVID-19 pandemic (“Pandemic”) comes with potentially severe risk, including risk to public health and potentially severe risk to personal health and property of a road test participant (“Participant”). As a result, in addition to the normal requirements adhering to road tests, the Registrar of Motor Vehicle Services (“Registrar”) has pursuant to s. 37 of the *Driver Training and Driver Examination Regulation*, Alta Reg 316/2002, established enhanced standards and procedures (“Enhanced Procedures”) applicable to Road Tests that take place during the Pandemic. The Enhanced Procedures are adopted for the purpose of mitigating risk and enabling each Participant to assess the Participant’s own risk and make an informed choice about whether or not to participate.

VOLUNTARY ASSUMPTION OF RISK AND ACKNOWLEDGMENT OF RESPONSIBILITY:

1. I hereby acknowledge and agree that I am aware that there are significant risks associated with my participation or the participation of my minor child, as the case may be, in a Road Test during the Pandemic. This includes, but is not limited to:
 - a. All manner of loss, injury or death resulting from exposure to infectious agents;
 - b. All manner of loss, injury or death arising from infection by or transmission of an infectious agent;
 - c. All manner of loss, injury or death resulting from testing or treatment for infectious agents;
 - d. All manner of loss, injury or damage resulting from adhering or attempting to adhere to the Enhanced Procedures, including but not limited to damage to the road test vehicle provided by the Participant; and
 - e. All manner of loss or injury related to cancellation of the Road Test for failure to adhere to the Enhanced Procedures or any part of them prior to the completion of the Road Test.

2. I hereby acknowledge and agree that:
 - a. I have reviewed and understand the Enhanced Procedures as set out in COVID-19 Response - Road Tests Eligibility and Procedures;
 - b. If I have any concerns about the Enhanced Procedures, I take sole responsibility for asking all questions and investigating all concerns to my satisfaction prior to scheduling and participating in a Road Test;
 - c. I will abide by, and take responsibility for ensuring my minor child abides by, all applicable rules, directions and instructions set out in the Enhanced Procedures; and
 - d. If at any time I or my minor child fails to abide by the rules, directions and instructions set out in the Enhanced Procedures, or any part of them, the Road Test may be immediately cancelled prior to completion, without any notice or reimbursement of monies paid.

___ [Participant initials] ___ [Parent and/or legal guardian initials if minor Participant]



RELEASE AND INDEMNITY

- 3. In consideration of I or my minor child being able to schedule and participate in a Road Test during the Pandemic:
 - a. I hereby release and forever discharge Her Majesty the Queen in Right of Alberta, as represented by the Ministry of Transportation and all of her ministries, departments, members, officers, directors, employees, subsidiaries and agents thereof (“hereinafter referred to as the “Government of Alberta” or “GOA”) from all liability and do hereby waive as against the GOA all recourse, claims, legal proceedings or causes of action of any kind whatsoever in respect of all loss, damages, personal injuries or death, which I may suffer arising out of, or connected with, my or my minor child’s participation in the Road Test, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the GOA; and
 - b. I agree to fully indemnify and hold harmless the GOA against any loss, liability, damages, costs and expenses suffered or incurred in connection with any loss, injury, damage or claim related to my or my minor child’s participation in the Road Test.

OTHER MATTERS:

- 4. I further acknowledge and agree that:
 - a. Non-applicability of the Insurance Act. Any exposure to or infection by an infectious agent does not constitute an “accident” pursuant to Section 549 of the Insurance Act, RSA 2000, c I-3.
 - b. Term: This Assumption and Release applies to all Road Tests I or my minor child participates in during the Pandemic and need not be brought to my attention each time I or my minor child participates in a Road Test.
 - c. Forum and Law: This Assumption and Release shall be governed by the laws of the Province of Alberta, and any and all litigation or claims arising from or connected to my participation or the participation of my minor child in a Road Test shall be brought solely in the Province of Alberta.
 - d. Severability: If part of this Assumption and Release is found to be invalid or unenforceable, that will not affect the validity of enforceability of any other part of this Assumption and Release.

_____	_____	_____
Name of Participant (print)	Signature	Date

_____	_____	_____
Name of parent and/or legal guardian (print)	Signature	Date

_____	_____	_____
Name of witness (print)	Signature	Date