



THE SHELTERING TREE
Child and Family Services Inc.

WAIVER OF LIABILITY

NONVIOLENT CRISIS INTERVENTION CERTIFICATION TRAINING

The Sheltering Tree Child and Family Services Inc. (“The Sheltering Tree”) is pleased to offer CPI Nonviolent Crisis Intervention® (“NVCI”) Certification Training. By its nature, the training comes with certain risks. For example, the training is meant to assist participants when they face high risk and crisis situations, including situations of violence. In addition, the training program is hands-on and involves the physical manipulation of the participants’ bodies, as well as repetitive drills requiring frequent stretching, kneeling, bending, and standing.

The NVCI training program is designed to teach participants how to promote the Care, Welfare, Safety, and Security for everyone involved in a crisis situation. The NVCI techniques are meant to assist with the prevention, diffusion, and management of risky, and often violent, behaviour. However, The Sheltering Tree does not make any promises or guarantees that the NVCI techniques will work in every situation, as there are many variables in any high-risk situation. The Sheltering Tree also does not certify the competency of a participant’s ability to perform the skills learned in the training program.

To maximize safety in the classroom setting, all participants must adhere to the program’s Safe Participation Guidelines, a copy of which is included in the participants’ training material.

Participants are also required to understand and meet certain physical requirements in order to register for the NVCI training program. Participants are expected to seek necessary medical advice relating to any physical or medical conditions or limitations that may affect their ability to safely participate in the program, and any pre-existing injury or medical condition that may impact the participants abilities or put them at a higher risk of injury should be disclosed to the Instructor prior to beginning any of the activities so that proper accommodations can be made. At all times during the training, participants are expected and obliged to take reasonable care of their own safety and understand the physical requirements of each exercise. Not all exercises are suitable for all participants. It is the participants’ responsibility to be aware of, and understand, the physical requirements of any training course they attend.

The Sheltering Tree makes no warranty or representation that the skills, principles, and methods taught in this program comply with all local laws, rules, regulations, and ordinances that may be applicable to persons utilizing the same. The Sheltering Tree assumes no liability for any bodily injury, loss, or damage caused by the misuse or incorrect application of the skills, principles, and methods taught in this program, or by

the illegal or inappropriate use of same, whether or not such injury, loss, or damage is foreseeable.

By signing this waiver, I understand that I am giving up any right of action or claim (i.e. to sue in court, or bring a complaint/claim before any statutory body) against The Sheltering Tree (including any of its employees, instructors, or any other persons involved with the NVCI training program, and any related companies including successors, assigns and all other persons, firms, corporations, associations, or partnerships associated with them), for any reason arising from my participation in, and use of the skills learned from, the NVCI training program. My agreement to these terms of participation will apply indefinitely, and bind my heirs, assigns, personal representatives, executors, administrators and next of kin, after my death.

I also understand that as a condition of acceptance of my registration for, and participation in, the NVCI training program, I relieve the Sheltering Tree from all responsibility of any loss, damage, bodily injury (including death), liability, costs and expenses and claims of every nature and kind howsoever arising from or in consequence of my participation in the NVCI training program (including, without limiting, negligence, gross negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed in accordance with the laws of the Province of Ontario).

I HAVE READ THE WAIVER AND I AM AWARE THAT BY SIGNING BELOW, I WAIVE SIGNIFICANT LEGAL RIGHTS THAT I MAY HAVE AGAINST THE SHELTERING TREE.

Name (printed): _____

Signature: _____ Date: _____