

**CONSENT and LIABILITY RELEASE Form**

Police Officers' Physical Abilities Test (POPAT)

The undersigned wishes to participate in a physical test designed to produce maximal heart rate (hereafter referred to as the "Test") and recognizes this generally as a safe but challenging experience, and also recognizes that any such physical activity involves some risk.

The Test will be administered by (Agency/Name): Canadian Sport Institute and Pacific Institute for Sport Excellence

**DISCLAIMER:**

NO person associated with the administration of the Test will be held responsible in any way for any injury, loss or damage (including death) suffered by any person participating in any part of the Test, as conducted by the Test Administrator for any reason whatsoever; including negligence.

**AGREEMENT:**

In consideration of (Agency/Name): Canadian Sport Institute and Pacific Institute for Sport Excellence allowing me to participate in the Test and any associated activity, I agree to RELEASE AND SAVE HARMLESS AND INDEMNIFY all persons, entities, and representatives associated with the administration of the Test from and against all claims, demands, actions, costs and expenses, and from all claims or demands whatever in law or in equity, in respect to death, injury, loss or damage to my person or property whatsoever and howsoever caused, arising out of, or in connection with, my taking part in the Test and/or any associated or aligned activity, notwithstanding that the same may have been contributed to or occasioned by any act or failure to act including, without limitation, the negligence of any person, employee, agents, servants or representatives associated with the administration of the Test.

I am aware of the risks inherent in participating in the Test and/or any associated or aligned activity. I further understand that the risks involved are, or may be, relative to my own state of fitness, health, awareness, and the skill and care with which I conduct myself during the Test. I voluntarily assume those risks and waive notice of all conditions, dangers or otherwise, in or about the Test.

I agree to assume all risks involved before, during and after the Test. I agree that this Release shall bind my heirs, executors, and administrators and assigns.

I acknowledge that I may withdraw from the Test at any time and that my participation in the Test is entirely voluntary.

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Date      year      month      day

Applicant name (please print)

POPAT PROTOCOL: Protected by Copyright to D.W.F. Consultants Ltd.: No reproduction, by any means, of this protocol is Permitted without the author's written permission. Mr. Douglas W. Farenholtz can be reached at Phone 604.855.3310, Fax 604.855.7725, E- mail: douglasfarenholtz@shaw.ca.

Dear Doctor:

The individual who has made this appointment with you has applied for employment with Policing, Corrections or Sheriff's Department. As a pre-requisite, all applicants must demonstrate a minimum level of physical ability and fitness. This is to be accomplished by successfully completing the POPAT.

The test is designed to simulate and measure an officer's physical ability to respond to a critical incident and apprehend or potentially control a prisoner/suspect. The test was developed by exercise physiologists and is based on their research findings. Their research has identified that the usual physical components of a response to a critical incident may involve quick action including various motor skills while simulating **getting to a problem, intensive heavy work resolving the problems** and then **removing the problem**. The test is conducted in a gymnasium and consists of running 400 meters (1/4 mile) which includes climbing up and down stairs, jumping over low obstacles and pushing and pulling on heavy weights (50 to 80 lbs. – 22 to 37 kg.) and then lifting and carrying (depending on the test) between 32 -45 kg. (70 to 100 lbs.) 15 meters (50').

It was found that most participants of the test **experience maximal heart rate** during the test. This indicates a brief (up to 4:45 minutes) but maximal stress being placed on the cardiovascular system. To minimize the chance of precipitating a major cardiovascular event or other injury we are requesting that this person be examined to determine his/her employment and test risk potential.

In addition to your usual examination, we request your assessment of this person with respect to factors which may place him/her at risk during this **maximal test** or **future peace officer** related duties:

1. Hypertension with possible causative factors;
2. Diabetes Mellitus;
3. Persons with known heart disease or symptomatic cardiovascular disease including angina, breathlessness, palpitations, edema, syncope, dizziness;
4. Individuals with low fitness levels;
5. Acute systemic infections including viral respiratory infections;
6. Muscular and/or skeletal problems which may affect physical performance or present long term limitations on the person;
7. Any other areas of concern: \_\_\_\_\_

To minimize the health risk, we are requesting this medical examination to determine whether the applicant is healthy enough to undertake the POPAT (Police Officers' Physical Abilities Test).

Applicant Name (please print): \_\_\_\_\_

Ht: \_\_\_\_\_ Wt: \_\_\_\_\_ Resting BP: \_\_\_\_\_ Resting HR: \_\_\_\_\_

In your professional opinion, do you consider the above named applicant to be healthy enough to take the POPAT? ☐ YES ☐ NO

Considering the fact that an applicant's typical response prior to maximal testing may include fear and anxiousness due to anticipation:

Does the above stated applicant remain safe to perform the POPAT if resting blood pressure and/or resting heart rate values exceed 144/94 mmHg or 100 bpm, and all signs of chest, arm, neck and jaw pain, light headedness, fainting, and shortness of breath are absent? ☐ YES ☐ NO

Comments: \_\_\_\_\_  
\_\_\_\_\_

Physician's Name (please print): \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please give completed form back to applicant**

**\*Note: This medical clearance form is valid for a maximum of 12 months from the date of completion and becomes invalid if your health status/condition changes.**

**Note to Applicant:**

Be sure to bring this completed form with you to your POPAT/PARE test. You will NOT be able to run the test without it.

Physical activity improves your physical and mental health. Even small amounts of physical activity are good, and more is better.

For almost everyone, the benefits of physical activity far outweigh any risks. For some individuals, specific advice from a Qualified Exercise Professional (QEP – has post-secondary education in exercise sciences and an advanced certification in the area – see [csep.ca/certifications](http://csep.ca/certifications)) or health care provider is advisable. **This questionnaire is intended for all ages – to help move you along the path to becoming more physically active.**

- ☐ I am completing this questionnaire for myself.
- ☐ I am completing this questionnaire for my child/dependent as parent/guardian.

## PREPARE TO BECOME MORE ACTIVE

The following questions will help to ensure that you have a safe physical activity experience. Please answer **YES** or **NO** to each question before you become more physically active. If you are unsure about any question, answer **YES**.

**1** Have you experienced **ANY** of the following (A to F) **within the past six months?**

- A** A diagnosis of/treatment for heart disease or stroke, or pain/discomfort/pressure in your chest during activities of daily living or during physical activity?
- B** A diagnosis of/treatment for high blood pressure (BP), or a resting BP of 160/90 mmHg or higher?
- C** Dizziness or lightheadedness during physical activity?
- D** Shortness of breath at rest?
- E** Loss of consciousness/fainting for any reason?
- F** Concussion?

**2** Do you currently have pain or swelling in any part of your body (such as from an injury, acute flare-up of arthritis, or back pain) that affects your ability to be physically active?

**3** Has a health care provider told you that you should avoid or modify certain types of physical activity?

**4** Do you have any other medical or physical condition (such as diabetes, cancer, osteoporosis, asthma, spinal cord injury) that may affect your ability to be physically active?

..... ➤ **NO** to all questions: go to Page 2 – ASSESS YOUR CURRENT PHYSICAL ACTIVITY ..... ➤

**YES** to any question: go to Reference Document – ADVICE ON WHAT TO DO IF YOU HAVE A YES RESPONSE ... ➤ ➤

## ASSESS YOUR CURRENT PHYSICAL ACTIVITY

Answer the following questions to assess how active you are now.

- 1 During a typical week, on how many days do you do moderate- to vigorous-intensity aerobic physical activity (such as brisk walking, cycling or jogging)?  DAYS/  
WEEK
  - 2 On days that you do at least moderate-intensity aerobic physical activity (e.g., brisk walking), for how many minutes do you do this activity?  MINUTES/  
DAY
- For adults, please multiply your average number of days/week by the average number of minutes/day:  MINUTES/  
WEEK

Canadian Physical Activity Guidelines recommend that adults accumulate at least 150 minutes of moderate- to vigorous-intensity physical activity per week. For children and youth, at least 60 minutes daily is recommended. Strengthening muscles and bones at least two times per week for adults, and three times per week for children and youth, is also recommended (see [csep.ca/guidelines](http://csep.ca/guidelines)).



## GENERAL ADVICE FOR BECOMING MORE ACTIVE

Increase your physical activity gradually so that you have a positive experience. Build physical activities that you enjoy into your day (e.g., take a walk with a friend, ride your bike to school or work) and reduce your sedentary behaviour (e.g., prolonged sitting).

If you want to do **vigorous-intensity physical activity** (i.e., physical activity at an intensity that makes it hard to carry on a conversation), and you do not meet minimum physical activity recommendations noted above, consult a Qualified Exercise Professional (QEP) beforehand. This can help ensure that your physical activity is safe and suitable for your circumstances.

Physical activity is also an important part of a healthy pregnancy.

Delay becoming more active if you are not feeling well because of a temporary illness.



## DECLARATION

To the best of my knowledge, all of the information I have supplied on this questionnaire is correct.  
 If my health changes, I will complete this questionnaire again.

I answered **NO** to all questions on Page 1



Sign and date the Declaration below



I answered **YES** to any question on Page 1

Check the box below that applies to you:

- ☐ I have consulted a health care provider or Qualified Exercise Professional (QEP) who has recommended that I become more physically active.
- ☐ I am comfortable with becoming more physically active on my own without consulting a health care provider or QEP.




Name (+ Name of Parent/Guardian if applicable) [Please print]

Signature (or Signature of Parent/Guardian if applicable)

Date of Birth

Date

Email (optional)

Telephone (optional)

**With planning and support you can enjoy the benefits of becoming more physically active. A QEP can help.**

- ☐ Check this box if you would like to consult a QEP about becoming more physically active.  
 (This completed questionnaire will help the QEP get to know you and understand your needs.)

## COVID-19 Assumption of Risk

COVID-19 remains a worldwide pandemic and a threat to our local health and safety. We know the following (this list is not intended to be exhaustive):

- 1) The infectious agent, SARS-CoV-2, has caused community transmission of a serious communicable and potentially fatal disease known as COVID-19 amongst the population of the Province of British Columbia;
- 2) Our public health officials have determined this constitutes a regional event as defined in section 51 of the *Public Health Act*;
- 3) A person infected with SARS-CoV-2 can infect other people with whom the infected person comes into contact with; and
- 4) The gathering of people in close contact with one another can promote the transmission of SARS-CoV-2 and increase the number of people who develop COVID-19. We cannot be certain that a person (of any age) will not contract SARS-CoV-2 at our facilities, but we have taken the steps required to develop our COVID-19 Safety Plan, which is available for your review [CSIP Return to Sport Plan](#) . We have implemented our COVID-19 Safety Plan and will be applying our policies and procedures, but **the risk remains that you may be exposed to COVID-19 and contract this illness despite our best efforts.**

Do not enter the facility if you are sick. If you have experienced any of the following, you will not be permitted to enter the facility.

- 1) cold or flu-like symptoms in the past 14 days;
- 2) been in close contact with anyone else who has had these symptoms in the last 14 days;  
or
- 3) been in close contact with anyone else who has travelled outside Canada in the last 14 days.

If you respond 'yes' to any of the above, it is your responsibility to inform our staff and you will not be permitted to access our facilities.

It is vital that any person who believes that they may have become ill within 14 days of visiting our facilities to report this immediately to us by contacting Holly Murray [hmurray@csipacific.ca](mailto:hmurray@csipacific.ca) and seek appropriate medical attention by first calling 8-1-1. We will share personal information for the purposes of contact tracing if the need arises.

## COVID-19 Assumption of Risk

I hereby agree to forever waive, release any and all claims, demands, damages, costs, expenses, actions, and causes of action whether in law or equity that I may now or in the future have against Canadian Sport Institute Pacific, its directors, officers, employees, consultants, volunteers, agents, and all persons acting under its authority and their respective heirs, executors, administrators, successors and assigns (the "Releasees") arising by any means whatsoever, including, but not limited to any claims associated with Coronavirus or COVID-19, my death, injury, damages to or loss to person or property of any kind whatsoever, arising from or in connection with my participation in the CSIP/PISE facility, however caused, including but not limited to the Releasees' negligence, breach of statutory duty of care, or breach of contract; and

I agree to indemnify and hold harmless Canadian Sport Institute Pacific, its directors, officers, employees, consultants, volunteers, agents, and all persons acting under its authority and their respective heirs, executors, administrators, successors and assigns, from any and all claims, demand, losses, causes of action, damage, lawsuits, judgments, including the full amount of all legal fees, and costs arising out of or relating to my breach of this Agreement or my negligence. I confirm my understanding that my signature on this document creates a legally binding agreement intended to restrict my legal remedies.

I have read, understand and agree to the Assumption of Risk & Permission Form.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

## RELEASE, WAIVER AND INDEMNITY

In consideration of Pacific Institute for Sport Excellence (PISE) granting the undersigned person access to its facilities, I hereby confirm and agree that my access is subject to the following provisions:

I hereby agree to forever waive, release any and all claims, demands, damages, costs, expenses, actions, and causes of action whether in law or equity that I may now or in the future have against PISE, its directors, officers, employees, consultants, volunteers, agents, and all persons acting under its authority and their respective heirs, executors, administrators, successors and assigns (the "Releasees") arising by any means whatsoever, including, but not limited to any claims associated with Coronavirus or COVID-19, my death, injury, damages to or loss to person or property of any kind whatsoever, arising from or in connection with my participation in the PISE facility, however caused, including but not limited to the Releasees' negligence, breach of statutory duty of care, or breach of contract; and

I agree to indemnify and hold harmless PISE, its directors, officers, employees, consultants, volunteers, agents, and all persons acting under its authority and their respective heirs, executors, administrators, successors and assigns, from any and all claims, demand, losses, causes of action, damage, lawsuits, judgments, including the full amount of all legal fees, and costs arising out of or relating to my breach of this Agreement or my negligence.

I confirm my understanding that my signature on this document creates a legally binding agreement intended to restrict my legal remedies.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Identification: \_\_\_\_\_

(Guardian ID if under 18 years old)

Signature: \_\_\_\_\_

(Guardian Signature if under 18 years old)