

**TEMPORARY GRANT OF AUTHORITY AND INDEMNIFICATION IN  
FAVOUR OF ROCK SOLID REFUGE**

I/WE, \_\_\_\_\_, of  
*(first parent's name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

and \_\_\_\_\_, of  
*(second parent's name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

**HEREBY DECLARE THAT:**

***Guardianship:***

1. I/We am/are the legal guardian(s) and custodian(s) of \_\_\_\_\_ (the "Student"), born the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

***Decision-Making Authority***

2. I/We have legal custody and guardianship of the Student and I/we alone am/are legally entitled to make decisions regarding his health, education and living arrangements.

***Intention to Transfer Authority***

3. It is my/our wish and intention that the Student shall reside at Rock Solid Refuge and participate in its year-long, faith-based residential program for teenage boys with addictions and other life-controlling issues (the "Program"). It is my/our wish and intention that the Student shall be under the authority of the Directors of Rock Solid Refuge (the "Directors") while he participates in the Program.

***Grant of Authority to Make Educational Decisions***

4. In order to support the Student's participation in the Program and in order to ensure that the Student is able pursue his education while residing at Rock Solid Refuge, I/we grant the Directors the authority to make educational decisions regarding the Student on my/our behalf. This authority includes but is not limited to the authority to determine where the Student attends school.

***Recognition of Risk and Release of Rock Solid Refuge***

5. I/We understand that many of the sports, work projects and other activities in which the Student will participate while at Rock Solid Refuge involve a measure of risk. I/We acknowledge that I/we have been made aware of these risks. I/We consent to the Student's participation in these activities and I/we understand and acknowledge that the Student will be exposed to these risks. I/We agree that I/we and my/our heirs, executors, administrators, successors and assigns will not hold Rock Solid Refuge or its Directors, employees, agents, successors or assigns responsible for any harm that the Student may suffer as a result of these risks.

***Grant of Authority to Sign Consents, Waivers, and Authorizations***

6. In order to facilitate the Student's participation in the Program and in order to ensure that the Student receives any and all necessary medical, legal and other attention while residing at Rock Solid Refuge, I/we grant each Director the authority to provide and sign consents, waivers and authorizations of any form and content on my/our behalf and on the Student's behalf in regard to the Student.

***Grant of Authority to Make Emergency Medical Decisions***

7. In order to ensure that the Student's health and safety are adequately provided for, I/we grant each Director the authority to make emergency medical decisions on my/our behalf and on the Student's behalf in regard to the Student.

***Grant of Authority to Use Reasonable Force***

8. I/We also grant the Directors and employees of Rock Solid Refuge the authority to use reasonable force to restrain the Student if necessary in order to protect the safety of the Student or any other person. I/We agree that I/we and my/our heirs, executors, administrators, successors and assigns will not take legal action against Rock Solid Refuge or its Directors, employees, agents, successors or assigns for any reasonable action taken pursuant to this Temporary Grant of Authority or for any harm caused or loss sustained by that action.

***Duration of Grant of Authority***

9. The authority granted in sections 5, 6 and 7 of this document shall endure until the Student no longer resides at Rock Solid Refuge, which shall be deemed to have occurred at the occurrence of the earliest of the following events:

- (a) the Student's completion of the Program;
- (b) my/our removal of the Student from the Program, which removal shall be deemed to have occurred only when I/we have physically removed the Student from the premises of Rock Solid Refuge and Rock Solid Refuge has been provided with written confirmation of my/our intention to remove the Student from the Program;
- (c) the removal of the Student from the Program at the Directors' request, which removal shall be deemed to have occurred only when the Directors have provided the request to me/us in writing and the Student has been physically removed from the premises of Rock Solid Refuge;
- (d) the Directors' notification to me/us in writing that the Student has removed himself from the Program; or
- (e) the removal of the Student from the Program by police action or court order.

*Release from Liability*

10. I/We agree that neither I/we nor my/our heirs, executors, administrators, successors and assigns, nor the Student, insofar as I/we am/are able to waive the right on his behalf, will take legal action against Rock Solid Refuge or its Directors, employees, agents, successors or assigns for any action or omission occurring pursuant to this Temporary Grant of Authority. Without limiting the foregoing, **I/we agree that neither I/we nor my/our heirs, executors, administrators, successors and assigns will take legal action against Rock Solid Refuge or its Directors, employees, agents, successors or assigns for negligence regarding any decision, act or omission occurring pursuant to this Temporary Grant of Authority.**

*Indemnification*

11. I/We understand and acknowledge that I/we continue to be legally responsible for any harm caused by the Student while he is participating in the Program. I/We understand and agree that **I/we will indemnify Rock Solid Refuge and its Directors, employees, agents, successors and assigns from and against any and all claims, damages, costs, actions, and expenses which Rock Solid Refuge or its Directors, employees, agents, successors or assigns may at any time incur or suffer as a result of the Student's actions,** provided such claim, damage, cost, action or expense is not the result of the negligence or wilful act or misconduct of Rock Solid Refuge or any Director, employee, agent, successor or assign of Rock Solid Refuge.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

***Independent Legal Advice***

12. I/We am/are aware that I/we may seek independent legal advice before signing this Temporary Grant of Authority and Indemnification.

Dated at \_\_\_\_\_, Saskatchewan this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**First Parent / Guardian**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Second Parent / Guardian**

\_\_\_\_\_  
**Witness**

## Legal Advice and Witness Certificate

I, \_\_\_\_\_, of  
*(name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

certify:

(a) that I am a practising member in good standing of the Law Society of  
\_\_\_\_\_;

(b) that I was consulted by \_\_\_\_\_, of  
*(first parent's name)*

\_\_\_\_\_  
*(street address) (city) (province) (postal code)*

regarding his or her Temporary Grant of Authority and Indemnification  
(the "Grant of Authority") in favour of Rock Solid Refuge;

(c) that I explained the nature and effect of the Grant of Authority and  
reviewed the provisions of the above-mentioned Grant of Authority to the  
grantor;

(d) that I witnessed the signing of the above-mentioned Grant of Authority by  
the grantor;

(e) that in my opinion the grantor was an adult who could understand the  
nature and effect of the Grant of Authority at the time that he or she signed  
the above-mentioned Grant of Authority.

\_\_\_\_\_  
*(Signature of lawyer witness)*

\_\_\_\_\_  
*(Date)*

## Legal Advice and Witness Certificate

I, \_\_\_\_\_, of  
*(name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

certify:

(f) that I am a practising member in good standing of the Law Society of  
\_\_\_\_\_;

(g) that I was consulted by \_\_\_\_\_, of  
*(second parent's name)*

\_\_\_\_\_  
*(street address) (city) (province) (postal code)*

regarding his or her Temporary Grant of Authority and Indemnification  
(the "Grant of Authority") in favour of Rock Solid Refuge;

(h) that I explained the nature and effect of the Grant of Authority and  
reviewed the provisions of the above-mentioned Grant of Authority to the  
grantor;

(i) that I witnessed the signing of the above-mentioned Grant of Authority by  
the grantor;

(j) that in my opinion the grantor was an adult who could understand the  
nature and effect of the Grant of Authority at the time that he or she signed  
the above-mentioned Grant of Authority.

\_\_\_\_\_  
*(Signature of lawyer witness)*

\_\_\_\_\_  
*(Date)*

**Non-lawyer Witness Certificate**

I, \_\_\_\_\_, of  
*(name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

and

I, \_\_\_\_\_, of  
*(name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

certify:

- (a) that I witnessed the signing of the Temporary Grant of Authority and Indemnification in favour of Rock Solid Refuge by \_\_\_\_\_ ( the “Grantor”) dated \_\_\_\_\_;
- (b) that I am an adult with capacity and that I am not a Director, employee, or agent of Rock Solid refuge and that I am not a family member of either the Grantor or any Director, employee or agent of Rock Solid Refuge;
- (c) that in my opinion the Grantor was an adult who could understand the nature and effect of the Temporary Grant of Authority and Indemnification at the time that he or she signed the above-mentioned Temporary Grant of Authority and Indemnification.

\_\_\_\_\_  
*(Signature of witness)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Signature of witness)*

\_\_\_\_\_  
*(Date)*

## Non-lawyer Witness Certificate

I, \_\_\_\_\_, of  
*(name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

and

I, \_\_\_\_\_, of  
*(name)*

\_\_\_\_\_,  
*(street address) (city) (province) (postal code)*

certify:

- (d) that I witnessed the signing of the Temporary Grant of Authority and Indemnification in favour of Rock Solid Refuge by \_\_\_\_\_ ( the “Grantor”) dated \_\_\_\_\_;
- (e) that I am an adult with capacity and that I am not a Director, employee, or agent of Rock Solid refuge and that I am not a family member of either the Grantor or any Director, employee or agent of Rock Solid Refuge;
- (f) that in my opinion the Grantor was an adult who could understand the nature and effect of the Temporary Grant of Authority and Indemnification at the time that he or she signed the above-mentioned Temporary Grant of Authority and Indemnification.

\_\_\_\_\_  
*(Signature of witness)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Signature of witness)*

\_\_\_\_\_  
*(Date)*