

# Participant

## Event Waiver

### **WAIVER OF LIABILITY AND INDEMNITY, MEDICAL TREATMENT AUTHORIZATION AND PHOTOGRAPHIC RELEASE AGREEMENT**

This Release is executed in favour of the Credit Valley Conservation Authority, the Credit Valley Conservation Foundation (CVCF), all event partners, all its directors, officers, employees, agents, servants, contractors, elected and appointed officials, sanctioning bodies, all persons for whom it is responsible at law and its successors and assigns ("CVC") in consideration of the voluntary participation in Credit Valley Conservation Authority's events.

**As The Participant...** I/we, on my/our own behalf and on behalf of my/our heirs, executors, estate trustees with or without a Will, administrators, next of kin, successors and assigns:

#### **(ASSUMPTION OF RISK)**

1. agree, acknowledge and understand that participation with CVC will include activities which will take place out-of-doors, possibly during inclement weather, physical labour (i.e., tree planting or other), the use of hand tools (shovels and/or other non-power tools), and walking over rough terrain, in water or watercourses ("the Activities");
2. agree, acknowledge and understand that while the health and safety of the Participant and staff is always the first priority for the CVC, such Activities are not totally without risk;
3. agree to assume the risk of injury or harm to the Participant in the Activities;

#### **(RELEASE, WAIVER OF LIABILITY AND INDEMNITY)**

1. agree to release the CVC and all event partners from all liability, whether direct or indirect, and waive all claims, demands, damages, costs, expenses, actions or causes of actions arising out of or in consequence of any death, injury, loss or damage to my person or property or that of my child or ward, however caused, while attending at or participating in the Activities; including but not limited to, breach of the Occupier's Liability Act;
2. agree to further waive and release the CVC and all event partners from any recourse which I or my child or ward (being any person under 18 years of age) may now or hereafter have resulting from any decision of the CVC or our event partners;
3. agree to indemnify the CVC and all event partners from and assume full responsibility for any claims demands, damages, costs, expenses, actions or causes of actions it may incur arising out of or in consequence of any death, injury, loss or damage due to my participation or that of my child's or ward's attendance or participation in the Activities;

### **(MEDICAL TREATMENT)**

1. consent (if unable to provide it or deny it myself) as the Participant or for my child or ward (being any person under 18 years of age) in the event of injury or illness while under the supervision of the CVC and/or event partners to receive first aid and/or any further medical attention that potentially may be required to the extent determined by, and at the discretion of CVC and/or event partner staff, emergency medical services, and licensed medical professionals;

### **(COVID-19)**

1. It is understood that CVC cannot guarantee or in any way represent that you (or your child or ward, being any person under the age of 18) will not become infected with COVID-19 through your participation in our outdoor events. Each participant understands that participation in these programs may increase the risk of contracting COVID-19.
2. I declare that I have read and understand the [CVC COVID-19 Guidelines](#) and I hereby agree to follow and adhere to the Guidelines. I understand that noncompliance with these Guidelines may result in me (my child or ward, being any person under the age of 18) being required to leave the outdoor event.
3. I understand and agree that CVC may share my personal information (including my name and contact information) with other agencies, including Local Public Health, for the express purpose to manage the spread of COVID-19. If it is necessary to disclose my personal information, I understand that I will be contacted and provided the reason for disclosure, unless this is prohibited by law or regulation as determined by a public body.

### **(PHOTOGRAPHIC RELEASE)**

1. agree to grant permission for images of the Participant (regardless of age) captured during regular CVC Activities through video, photo and digital camera, to be used solely for the purposes of the CVC, CVCF and event partners promotional material, reports, and publications and do hereby waive any rights of compensation or ownership;

### **(OTHER)**

1. agree that this Release shall be governed by the laws of Ontario;
2. agree that if any portion of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue in full legal force and effect; and agree that no oral representations have been made.