

Volunteer Event Waiver
5k Foam Fest
Toronto, ON
Sunday August 25th, 2024

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY
AGREEMENT (the "Agreement")**

**WARNING: READ CAREFULLY!
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY THE MAKE-A-WISH FOUNDATION OF CANADA ("THE ORGANIZER") AGAINST LEGAL LIABILITY FOR INJURY, ILLNESS (INCLUDING PSYCHOLOGICAL ILLNESS AND DISTRESS), DISEASE, PROPERTY DAMAGE AND OTHER FINANCIAL LOSSES ARISING FROM OR RELATED TO VOLUNTEERING AT 5K FOAM FEST WITH THE ORGANIZER.

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COVID-19 IS AN INHERENT RISK ASSOCIATED WITH VOLUNTEERING WITH THE ORGANIZER.

I, the undersigned volunteer, understand that this Agreement is a binding legal agreement. I understand that any clarification I require or questions or concerns I may have must be raised before signing.

I understand that this Agreement is made for the benefit of the Make-a-Wish Foundation of Canada ("the Organizer"), and each of its directors, officers, employees, assigns, insurers, contractors, suppliers, agents, sponsors, producers, municipal, provincial and federal governing agencies, park governing agencies, volunteers, third party vendors and venue operators (collectively; the "Releasees").

I confirm that I am willingly registering as a volunteer for 5k Foam Fest with the Organizer, including all activities, travel, events, expenses and experiences (collectively, the "Event").

I understand that this agreement must be completed in full before I can volunteer for the Event.

In consideration of the Organizer permitting me to volunteer at the Event, I acknowledge and agree to the following terms:

**ACKNOWLEDGMENTS &
ASSUMPTION OF RISK**

1. I understand that there are inherent risks ("Risks") associated with the Event.
2. I understand the Risks may be relevant to my own state of fitness and health (including physical, mental and emotional), and to the awareness, care and skill with which I conduct myself. I further acknowledge that I am in the best position to assess the impact that the Risks may have on me. Examples of the Risks include, but are not limited to; personal injury, death, property damage or illness (i.e. communicable diseases such as, influenza and COVID-19) resulting from:
 - a. HEALTH: food and beverages, overexertion, fatigue, traumatic injury, muscle strains and sprains, broken bones, concussion, infections, rashes and transmission of communicable diseases (including COVID-19 and influenza), bacteria, parasites or other organisms or mutations thereof.
 - b. CONDUCT: my conduct and the conduct of other persons, including any physical altercation between persons.
 - c. PREMISES: defective, dangerous or unsafe condition of Event premises, falls.
 - d. TRAVEL: inclement weather, traffic accidents.
3. I, THE UNDERSIGNED VOLUNTEER, FREELY ACCEPT AND FULLY ASSUME ALL RESPONSIBILITIES for the Risks, as outlined above and otherwise, relating to the Event. I accept these Risks and agree to the terms of this Agreement, even if the Releasees are found to be negligent or in breach of any duty of care or any obligation to me, including any statutory duty, in respect of my participation in the Event.
4. FITNESS AND HEALTH: I confirm that no medical professional has cautioned me against participating in the Event and that I am in a proper state of fitness and health to participate in the Event. I acknowledge that I am solely responsible for advising the Event coordinators should my state of health change at any point prior to

or during the Event. I confirm that I am responsible for conducting myself during the Event in accordance with my personal comfort level and state of fitness.

5. **INSURANCE AND MEDICAL EXPENSES:** I understand that I am responsible for all of my own medical expenses during, prior to and after the Event, including but not limited to, treatments, hospital visits, and medications. I understand that the Organizer does not have health or medical insurance for me and that I am responsible for obtaining medical insurance for my own benefit.
6. **PERSONAL PROPERTY:** I acknowledge and agree that I am responsible for my personal property during the Event and that the Releasees are not responsible for such property whether it is lost, stolen or damaged.

WAIVER OF CLAIMS, RELEASE OF LIABILITY

7. I, the undersigned volunteer, on behalf of myself, my heirs, next of kin, executors, administrators, representatives and assigns (collectively my "Legal Representatives"), hereby agree:
 - a. To forever waive any and all claims that I have or may have in the future against the Releasees in connection with the Event.
 - b. To release and forever discharge the Releasees to the fullest extent permitted by law from all liability for all personal injury, death, property damage, illness or other loss resulting from my participation in the Event due to any cause, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, BREACH OF ANY DUTY IMPOSED BY LAW (INCLUDING BUT NOT LIMITED TO ANY STATUTORY DUTY), BREACH OF CONTRACT OR MISTAKE OR ERROR OF JUDGMENT OF THE RELEASEES, OR OTHERWISE;**

INDEMNITY AGREEMENT

8. I and my Legal Representatives further agree to fully and without limitation defend, indemnify and hold harmless the Releasees from any and all actions, suits, claims, litigation, inquiries, investigations, judgments, proceedings and demands for damages, loss or expense (including legal costs) of any kind whatsoever, including those involving negligence on the part of the Releasees or any third parties that may be made or initiated by or on behalf of me or my Legal Representatives, arising out of or connected with my participation in the Event.
9. **REPRESENTATIONS:** I confirm that I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of participation in the Event other than what is set forth in this Agreement.
10. **GOVERNING LAW:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation in any way relating to my participation in the Event or to the matters addressed in this Agreement must be instituted in the Province of Ontario.
11. **SEVERABILITY:** If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I consent to having the information in my volunteer registration collected.

I acknowledge that I am signing this waiver voluntarily and that if I am under the age of 18, I require parental consent.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO FULLY READ THIS WAIVER, RELEASE, AND INDEMNITY, UNDERSTAND ITS TERMS, AND ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER, RELEASE, AND INDEMNITY FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON MYSELF AND MY LEGAL REPRESENTATIVES. BY SIGNING BELOW, I CONFIRM THAT I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I confirm that I have reached the age of majority. (check box)

Name: _____

Date: _____

Phone Number: _____

Email: _____

Signature: _____

EMERGENCY CONTACT

Name: _____

Phone Number: _____

Relationship: _____