

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as "Waiver")**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS AND REMEDIES, INCLUDING THE
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING INJURY, DISABILITY OR DEATH.
PLEASE READ CAREFULLY!**

1. APPLICATION AND FULL SCOPE OF THIS WAIVER

This Waiver shall apply to all 2017 Shamrock Sprint activities provided, arranged, organized, sponsored or authorized by the Boys and Girls Clubs of Kawartha Lakes, the Boys and Girls Clubs of Kawartha Lakes Foundation and/or all other associations, sanctioning bodies and sponsoring companies and all their respective agents, officials, servants, contractors, representatives, elected and appointed officials, successors and assigns (hereinafter collectively referred to as the "**Releasee**") including, without limitation, walking, running, and the use of any facility, equipment and accessory related thereto (hereinafter collectively referred to as the "**Activities**").

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

By signing this Waiver the undersigned (hereinafter referred to as the "**Participant**") hereby agrees and acknowledges that through his/her participation in any one or more of the Activities he/she is exposing himself/herself to the inherent risks, dangers and hazards directly and indirectly associated with the Activities, including, without limitation, personal injury, disability, death, lack of readily accessible medical facilities and treatment, and lack of readily accessible communication measures. Further the Participant acknowledges that the physical exertion required by certain of the Activities can cause or aggravate pre-existing physical injuries, conditions, symptoms or defects. The Participant hereby warrants that the Participant is physically fit to participate in the Activities. Notwithstanding all of the foregoing, by reading and signing this Waiver the Participant freely accepts and agrees to fully assume all risks, dangers, and hazards associated with the Activities and the possibility of injury, death, property damage or any other loss that may be associated therewith or result therefrom. In signing this Waiver the Participant acknowledges that he/she is not relying on any oral or written representation or statements made by the Releasee with respect to the safety of the Activities other than what may be expressly contained in this Waiver.

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of the Releasee agreeing to the Participant's participation in the Activities the Participant hereby and irrevocably acknowledges and agrees to:

- a. waive any and all claim(s) of any type or kind whatsoever, howsoever arising, foreseen or unforeseen, foreseeable or unforeseeable, that the Participant had, may have or may in the future have, against the Releasee, its affiliates, successors and assigns and, as may be applicable, its directors, officers, employees, agents, guides, and representatives in any way connected to the Participant's participation in the Activities;
- b. to release and forever discharge the Releasee from any and all liability whatsoever, howsoever arising, for any loss, damage, expense or injury, including serious bodily injury or death, that may be suffered or experienced by: (i) the Participant, and (ii) the Participant's family members and/or next of kin (the "**Participant's Family**"), as a result, directly or indirectly, of the Participant's participation in the Activities, due to any cause or for any reason whatsoever including, without limitation: (A) negligence by, or any other act, failure to act, omission or conduct of, the Participant or any third party; and (B) negligence by, or any other act, failure to act, omission or other conduct by the Releasee, directly or indirectly, or breach of contract of or by the Releasee, or breach of any statutory or other duty of care owed by the Releasee to the Participant or any third party, including any such duty of care owed by the Releasee under the *Occupiers' Liability Act*; and
- c. hold harmless and indemnify the Releasee from any and all liability for any property damage, personal injury, disability or death to the Participant and the Participant's Family, together with any and all liability for any property damage, personal injury, disability or death to any third party, resulting in any way from the Participant's participation in the Activities.

- 4. REPRESENTATION OF AUTHORITY** – In the event that the Participant is a minor, the undersigned confirms that the undersigned is the parent and/or legal guardian of the Participant, who is a minor, and who is participating in the Activities with the undersigned's knowledge and consent and, in such lawful capacity, on behalf of both the Participant and the undersigned, the undersigned hereby executes this Waiver on behalf of the Participant and the parents and/or legal guardian(s) of the Participant.

5. **GOVERNING LAW**

This Waiver and any rights, duties and obligations as between the parties hereto shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario the courts of the Province of Ontario shall have exclusive jurisdiction with respect to the subject matter hereof.

6. **BINDING NATURE**

This Waiver shall be effective and binding upon the undersigned and as applicable his/her heirs, executors, administrators and personal representatives.

7. **PHOTO RELEASE**

By signing this Waiver, the Participant hereby provides his/her express consent and authorization to the Releasee utilizing, at its sole discretion, for its advertising, promotional and marketing purposes, any photographs taken of the Participant during his/her participation in the Activities.

THE PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS BEEN PROVIDED A COPY OF THIS WAIVER AND HE/SHE HAS CAREFULLY READ AND UNDERSTOOD THIS WAIVER PRIOR TO SIGNING IT, AND THAT HE/SHE IS AWARE THAT BY SIGNING THIS WAIVER HE/SHE IS WAIVING CERTAIN LEGAL RIGHTS WHICH HE/SHE HAS OR, AS APPLICABLE, THE PERSONS REFERRED TO IN THIS WAIVER MAY HAVE, AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Signature of Participant (or parent or guardian
if Participant is under 18 years of age)

Name of Participant (Please Print)

Mailing Address of Participant
Code/Country

Postal or Zip

Email Address

Phone Number

Witness to Participant's Signature (Name of Witness _____ - Please Print)

WAIVER MUST BE SIGNED AND RETURNED FOR ENTRY TO BE ACCEPTED