

CORPORATION OF THE CITY OF BRAMPTON

VOLUNTEER WORK DAY EVENTS

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

This Waiver, Indemnity and Release affects you the participant's ('Participant') legal rights and, if applicable, those of any minor(s) ('Participant Minor') you have registered to participate in this _____ ('Event').

PLEASE READ CAREFULLY

By signing below "I agree and accept the terms and conditions" on the Event registration web page, you acknowledge that you have carefully read its terms and hereby represent and warrant to The Corporation of the City of Brampton ('Organizer') that you accept and agree to the terms and conditions, and :

- 1) You are over the age of majority in Ontario and
- 2) if you are registering on behalf of a Participant Minor, that you are his/her parent or legal guardian and as such are fully authorized and entitled to enter into this agreement on the Participant Minor's behalf.

Risk Associated with Volunteering for Events

While the health and safety of the Participant and staff is always the first priority of the Organizer, such outdoor volunteering events are not without risk. The Organizer will make every reasonable effort to minimize the Participant's exposure to known risks associated with physical activities that form part of the Event. By attending the event, you acknowledge and agree to assume all potential risks associated with:

- Irregular or slippery terrain
- Changes in weather conditions, including extreme heat or cold
- Tree branches and springing vegetation
- Encounters with natural features such as plants, insects, water features and animals
- Physical labour (including tree planting, use of hand tools /shovels etc.) and walking over rough terrain and possibly in water or water courses.

COVID-19

There is currently an inherent risk of exposure to COVID-19, and its variants, in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death, especially to senior citizens and individuals with underlying medical conditions. The Organizer cannot guarantee or in any way represent that a participant will not be exposed to or become infected with Covid-19 through participation in an outdoor volunteering Event. By volunteering for this Event, you the Participant, agree that you and any Participant Minor will:

- volunteer with those from the same household or 'bubbled' social circle and maintain physical distancing from other Participants

- self-screen for signs and symptoms of COVID—19 prior to the Event and agree not to attend if you, or a Participant Minor exhibit any signs or symptoms of COVID-19 or if you have travelled outside of the country fourteen (14) days prior to participation in the Event

As such, and in consideration of participation in this Event, you agree:

- To assume full responsibility for any injuries or harm sustained, including death, by you, and/or any Minor Participant whom you have registered for this Event, and further
- To fully release, hold harmless and indemnify the Organizer, their elected officials, officers, directors, employees, volunteers contractors, servants and agents from any and all claims, demands, actions, causes of action, or otherwise for injury, loss or damage to you or any Minor Participant that may arise or are associated with participation in the Event, including but not limited to breach of the *Occupier’s Liability Act*
- To consent (if unable to provide it or deny it myself) as the Participant and/or for a Participant Minor in the event of injury or illness while under the supervision of the Organizer to receive first aid and/or further medical attention/treatment that potentially may be required to the extend determined by, and at the discretion of Organizer and/or their staff, emergency medical services and/or licensed medical professionals.

Image Release

You further agree that you the Participant’s likeness and image and/or the Participant Minor’s likeness may be digitally recorded in a photo or video (‘Digital Images’) by or on behalf of the Organizer during the Event. You hereby consent to such recordings and agree to grant to the Organizer the right to publish, reproduce, broadcast, communicate by telecommunication (including but not limited to the internet), exhibit distribute, adapt and/or otherwise use or re-use all of the Digital Images in connection with the promotion and advertising of the Organizer or the Organizers products or services without any attribution or compensation to you or any Participant Minor.

You acknowledge and agree that the Organizer shall exclusively own any and all right, title and interest (including copyright) in and to the Digital Images and shall be entitled to edit the Digital Images in the sole discretion of the Organizer. Furthermore, you hereby irrevocably waive any rights that you may have at law or in equity, including but not limited to any personality rights and any rights under privacy laws, to control or restrain the public use of the Digital Images.

This waiver, indemnity and release is given voluntarily by me after reading and understanding it, and I acknowledge that the Organizer is relying on it.

SIGNED, this _____ day of _____, 2022

Participant Signature

Witness to Signature of Participant

Participant Print Name

Witness Print Name