



WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (“WAIVER, RELEASE, AND INDEMNITY”)

4th Annual Ice Bubble Bath in support of Make-A-Wish

WARNING: READ CAREFULLY!

BY SIGNING THIS WAIVER, RELEASE, AND INDEMNITY YOU ARE ACCEPTING RISKS AND AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

DO NOT SIGN THIS WAIVER, RELEASE, AND INDEMNITY UNTIL YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTENDANCE AT THE EVENT AND PARTICIPATION IN THE ACTIVITIES

I, the undersigned attendee, participant, or volunteer (the “**Attendee**”) or in the case of an Attendee under the age of 18, the Attendee’s parent or guardian, understand that this Waiver, Release and Indemnity is a binding legal agreement. I understand that this Waiver, Release, and Indemnity binds the Attendee (and in the case of an Attendee under the age of 18, the Attendee’s parent or guardian), and their respective heirs, executors, administrators and representatives, successors and assigns.

I understand that the Attendee’s attendance and participation at this event in support of Make-A-Wish (the “**Event**”), including, but not limited to, any and all activities related thereto in preparation for and during the duration of the Event (collectively, the “**Activities**”) is voluntary. I make this Waiver, Release and Indemnity in exchange for and in consideration of being permitted to attend and participate in the Event and the Activities.

I understand that this Waiver, Release and Indemnity is made for the benefit of the Make-A-Wish Foundation® of Canada (collectively “**MAWC**”), the owner of the property where the Event is held, and each of their respective parents, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers, representatives, and assigns (collectively with MAWC, the “**Releasees**”).

RISKS

I acknowledge and understand that there are inherent risks, dangers, and hazards (“**Risks**”) associated with the attendance at the Event and participation in the Activities. These Risks may include, but are not necessarily limited to taking the plunge in icy cold water, high-energy activities, running, fitness exercises, cardio activities and climbing activities such as rock climbing, climbing towers, use of high and low ropes challenge courses.

I acknowledge and understand that all of the potential Risks cannot be listed in this Waiver, Release, and Indemnity and attendance at the Event and participation in the Activities may involve other risks not identified above. **I am aware that the Risks include, but are not limited to, the potential for serious bodily injury, death, property damage, or illness (including injury, illness, or symptoms related to the spread of the novel coronavirus, SARS – CoV-2, which may result in the contraction of COVID-19, which in turn may involve temporary or permanent health defects impairing my well-being or death).**

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I FREELY ACCEPT AND FULLY ASSUME ALL RESPONSIBILITIES for all Risks and possibilities of personal injury, death, property damage, illness (including from infectious diseases such as COVID-19) or other loss resulting from the Attendee's attendance at the Event and participation in the Activities, including any and all risks associated with traveling to and from the Event, regardless of whether transportation to such locations is offered by the Releasees or otherwise.

WAIVER, AGREEMENT NOT TO SUE, AND INDEMNITY

In exchange for being permitting to attend the Event and/or participate in the Activities, **I AGREE TO THE FOLLOWING:**

- a. To release, indemnify, hold harmless and forever discharge the Releasees to the fullest extent permitted by law from all liability, either in law or equity, for all personal injury, death, property damage, illness, economic loss, out-of-pocket expenses, or other loss resulting from the Attendee's attendance at the Event and/or participation in the Activities due to any cause, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, BREACH OF ANY DUTY IMPOSED BY LAW (INCLUDING BUT NOT LIMITED TO AS AN OCCUPIER AS DEFINED AT LAW OR UNDER CANADIAN OCCUPIERS' LIABILITY LEGISLATION), BREACH OF CONTRACT OR MISTAKE OR ERROR OF JUDGMENT OF THE RELEASEES, OR OTHERWISE;**
- b. To release, indemnify, hold harmless and forever discharge the Releasees from all liability for all personal injury, death, property damage, illness, or other loss resulting from an infection, disease, virus, bacterium or other microorganisms (whether asymptomatic or not), including COVID-19;
- c. Not to commence or participate in any type of claim or lawsuit or any other proceeding against the Releasees or any other party in connection with the Attendee's attendance at the Event and/or participation in the Activities or any matters released or rights waived in this Waiver, Release, and Indemnity.
- d. To be liable for and to hold harmless and indemnify the Releasees from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities whatsoever nature or kind in connection with the Attendee's attendance at the Event and/or participation in the Activities.

SEVERABILITY

If any provision of this Waiver, Release, and Indemnity is held by a Court to be unenforceable, then such provision will be modified to reflect the Attendee and Releasees' intention. All remaining provisions of this Waiver, Release, and Indemnity shall remain in full force and effect as drafted.

JURISDICTION

I agree that any dispute arising out of, in connection with or incident to the Attendee’s attendance at the Event and participation in the Activities or in any way arising out of or relating to this Waiver, Release and Indemnity shall be litigated, if at all, before the Superior Court of Ontario located in Toronto, Ontario, to the exclusion of the courts of any other city, province or country, and the parties hereto attorn to the jurisdiction of the courts of Ontario. I further agree that the applicable law to be applied to any dispute shall be the law of the Province of Ontario, with the exception of its conflict of laws rules.

I HAVE 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, AND 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.

Signature of Attendee: _____

Name: _____

Date: _____

OR

I, _____, confirm that I am the Parent or Guardian of _____

Signature of Parent of Guardian (if not age of majority): _____

Name: _____

Date: _____