

## **RELEASE, WAIVER OF CLAIMS AND INDEMNITY (“Release”)**

This Waiver, Release and Indemnity affects you, as the registrant for participation (‘Participant’) Event, your legal rights and, if applicable, those of the any minor(s) (‘Participant Minor’), you have registered for the **PPG’s Member-Only Shoreline Cleanup on September 16<sup>th</sup>, 2024** (‘Event’).

By clicking “I agree and accept the terms and conditions” on the Event registration webpage, you acknowledge that you have carefully read the following terms and hereby represent and warrant to Toronto and Region Conservation Authority and **Partners in Project Green** (‘Organizers’) 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 the 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. In this form, agreement on your own behalf includes agreement on behalf of Participant Minor.

### **RISKS ASSOCIATED WITH EVENT**

Event activities include, but are not limited to, tree planting and litter cleanups (including cleanups along waterways and roads/streets). While TRCA staff will make every reasonable effort to minimize exposure to known risks associated with physical activities that form part of the event, the event involves potential risks to participants. By attending the event, you acknowledge and agree to assume the following potential risks:

- Irregular or slippery terrain;
- Changes in weather conditions, including extreme heat or extreme cold;
- Branches and springing vegetation;
- Encounters with natural features such as plants, insects, water features and animals.

Further, you the Participant agree to assume full responsibility for any injuries or harm sustained by you or any Minor Participant or Additional Participant.

### **COVID-19**

During a time when there is inherent risk of exposure to COVID-19 where people are present, by attending the event you, the Participant, agree to that you, and any Participant Minor will follow any government mandates, regulations and restrictions-imposed pertaining to COVID-19, including but not limited to:

- self-screening for signs and symptoms of COVID-19 prior to the Program and agree not attend if you, or a Participant Minor exhibit signs and symptoms of COVID-19.
- As such and in consideration of participation in the Program, you agree:

To assume full responsibility for any injuries or harm sustained by you, and if you are signing on behalf of a Participant Minor any injury or harm sustained by the Participant Minor; and

Further, to fully release, hold harmless and indemnify TRCA, its officers, directors, employees, volunteers, contractors, and agents (“Releasees”) from any and all claims, demands, actions, causes or action or otherwise for injury, loss or damage to you or any Minor Participant that arise from or are associated with participation in the Program;

**IMAGE RELEASE**

You further agree that you the Participant's likeness and image and/or the Participant Minor's image may be digitally recorded in a photo or video ("Digital Images") by or on behalf of Organizers during the Program. You hereby consent to such recordings and agree that Organizers may 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, advertising and exploitation of Organizers or Organizers products or services without any attribution or compensation to you or any Participant Minor.

You acknowledge and agree that the Organizers 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 Organizers sole discretion. 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 Release is given voluntarily by me after reading and understanding it and I acknowledge that the TRCA and Releasee are relying on it.**

**I agree to the and accept the terms and conditions of the Release.**

**Participant Name:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_