

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 Member-Only Fall Tree Planting on October 1, 2026** (‘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
- Encounters with water hazards such as ponds, rivers, lakes and streams and associated hazards such as flooding.
- Encounters with potentially hazardous litter or dangerous debris;
- Use of power tools including but not limited to saws, drills, sanders, planers, etc.;
- Use of hand tools including but not limited to shovels, spades, loppers, hammers, extractigators, etc.;
- Heavy lifting;
- Repetitive motion and vibration from tools.

In addition, you the Participant agree to follow all training and safety instructions provided by TRCA and wear the appropriate Personal Protective Equipment (“PPE”) as directed.

Acknowledgement

I acknowledge:

- (a) I have received, read and understand this Release, Waiver of Claims and Indemnity;
- (b) I am aware of and have the level of skill required for the Event, and I am physically able to participate; and
- (c) If I fail to follow the rules for the planting Event, at TRCA’s request, I will remove myself from and not participate further in the planting event.

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

To comply with all applicable federal, provincial, and municipal legislation, public health orders, directives, guidelines, policies and recommendations, as may be enacted or otherwise put into effect or issued, from time to time, by the government of Canada, the Province of Ontario, and Regional Public Health Units.

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 Organizers from any and all claims, demands, actions, causes or action or otherwise for injury, loss or damage to you or any Minor that arise from or are associated with participation in the Event.

PARTICIPANT DIGITAL IMAGE RELEASE

By signing this form, I understand and acknowledge that my likeness/image and/or the likeness/image of a Participant Minor has been digitally recorded ("Digital Image"), by or on behalf of Toronto and Region Conservation Authority ("TRCA"), for use by TRCA or an authorized third party in promotional and other activities as described below. "Digital Image" includes video recording, photographs, testimonials, quotations and any image technology.

I hereby authorize and give my full consent to TRCA and its assigns, successors, officers, directors, employees, agents, officials, servants, and representatives, the right to use, reproduce, distribute and display my name and likeness/image and the Digital Image in all forms and media by TRCA and/or an authorized third party for purposes of publicity, advertising, sale and promotion including but not limited to use in flyers, brochures, web site, digital media, videos, displays and general TRCA promotion throughout the world. You hereby assign all rights in the Digital Image to TRCA and hereby waive all rights in and to the Digital Image including any moral rights I may have in my likeness/image and/or the Digital Image.

I expressly release TRCA and its, assigns, successors, officers, directors, employees, agents, officials, servants, and representatives, from any and all claims and demands arising out of or in connection with any such use of the Digital Image, including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander), or any other cause of action arising out of the production, distribution, broadcast, exhibition or other exploitation of the Digital Image.

I give this release voluntarily, with full understanding of its contents and with the knowledge that the TRCA is relying on the foregoing. If the Digital Image is of a minor for whom I have responsibility as parent/guardian, I hereby acknowledge and confirm that I have authority to execute this release on behalf of the minor.

This Release is given voluntarily by me after reading and understanding it and I acknowledge that the TRCA and Releasee are relying on it.