



**YOUTH
SERVICES
JEUNESSE**

EVENT WAIVER AND RELEASE OF LIABILITY

NAME OF EVENT: 2019 SleepOUT for Youth

DATE OF EVENT: November 28, 2019

BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY. THE SIGNATURE AND CONSENT OF A PARENT OR LEGAL GUARDIAN IS REQUIRED IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE.

Name of Participant: _____ Date of Birth: _____

Address of Participant: _____

*Name of Parent/Guardian: _____

*Address of Parent/Guardian: _____

(*Required if Participant is under 18 years of age)

I acknowledge that the Youth Services Bureau of Ottawa (“YSB”) and Lansdowne Stadium Limited Partnership (“TD Place”) and their respective partners, sponsors, agents, directors, officers, employees, volunteers, contractors, representatives, successors, predecessors, affiliated and related corporations (hereinafter referred to as “the Releasees”) are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in **the 2019 SleepOUT for Youth on November 28, 2019 (the “Event”)** and all related activities of the Event, including injury, loss or damage which might be caused by the negligence of the Releasees or otherwise.

In consideration of my participation in the Event and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated the with the Event and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Injuries resulting from walking, slipping and/or falling;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of the Releasees;
- Injuries resulting from UAV/Drone operations;
- Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the Event and all related activities; and
- Other risks associated with being a spectator of or being present at a crowded, outdoor or indoor venue.



**YOUTH
SERVICES
JEUNESSE**

In return for allowing me to voluntarily participate in the Event and all related activities, I agree:

1. To assume and accept all risks arising out of, associated with or related to my participation in the Event and all related activities, even if such risks may be caused by the negligence of the Releasees;
2. To be solely responsible for any injury, loss or damage which I might sustain while participating in the Event and all related activities, even if such injury, loss or damage may be caused by the negligence of the Releasees;
3. To hold harmless and indemnify the Releasees from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Event and all related activities; and
4. To hold harmless, indemnify and release the Releasees, from liability for any and all claims, demands, actions and costs which may arise out of my participation in the Event and all related activities, even if such claims, demands, actions and costs may be caused by the negligence of the Releasees.

I understand that I may be photographed or otherwise recorded during the Event. I agree to allow my photograph, video, or likeness to be used for any legitimate purpose by the Releasees in all forms of media including, but not limited to, print media, social media, television, websites, brochures or other promotional materials.

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario. If any portion of this agreement is declared invalid or unenforceable, only the invalid portion shall be deemed severable.

I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, that by signing this agreement I am waiving important legal rights, and that this agreement is binding upon myself, my next of kin, my heirs, executors, administrators and representatives.

Signature of Participant: _____ Date: _____

***I am the Parent/Guardian of the Participant named above. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, that by signing this agreement I am waiving important legal rights of the Participant, myself and our next of kin, heirs, executors, administrators and representatives, and that this agreement is binding upon the Participant, myself, and our next of kin, heirs, executors, administrators and representatives.**

Signature of Parent/Guardian _____ Date: _____

(*Required if Participant is under 18 years of age)