



## WWF-CANADA PARTICIPANT RELEASE AND INDEMNITY AND ASSUMPTION OF RISKS FORM (“RELEASE AND INDEMNITY”)

TO: WWF-Canada (the “**Organizer**”) and its affiliates, individually, and as a whole, together with its officers, directors, employees, servants, agents, suppliers, successors and assigns, sponsors, donors, volunteers and funders (collectively the “**Representatives**”)

### PLEASE READ CAREFULLY BEFORE SIGNING

I wish to participate in the 2019 WWF-Canada Kids’ Run for Nature (the “Event”) benefiting WWF’s conservation efforts and agree to abide by all rules, regulations, event instructions and the directions of Event officials, as well as applicable municipal and provincial laws and regulations.

In return for my being permitted to participate in the Event, intending to be legally bound, I hereby agree:

1. **I VOLUNTARILY ASSUME THE RISKS OF PARTICIPATING IN THE EVENT.** I understand that the Event involves physical activity. I understand that the risks of participation include exertion-related health problems, impact against a hard surface due to slips or falls, or collisions with other participants and other incidents that could cause loss to property, personal injury or death, and related losses. If I have concerns with respect to my health or medical condition, I understand that it is advisable to consult a physician prior to participating in the Event. I certify that I am physically capable of participating in the Event and that I am solely responsible for my personal health and safety, and all personal property at the Event.
2. By signing this Release and Indemnity, **I unconditionally RELEASE AND FOREVER DISCHARGE the Organizer FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, DAMAGES AND LIABILITIES WHATSOEVER** (collectively the “Claims”) **FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS TO PROPERTY AND ANY AND ALL OTHER LOSS OR INJURY**, including, without limitation, economic loss or consequential damages (collectively “Damages”) that may result, directly or indirectly, from: my participation in the Event or activities related to and/or activities in preparation for the Event. This release applies regardless of whether the Damages are occasioned, wholly or in part, by any act or omission of the Organizer or Representatives, whether negligent or grossly negligent or otherwise.
3. I will make no demand or claim against any other person who could claim against the Organizer and Representatives for the matters this Release and Indemnity covers. **I AGREE TO INDEMNIFY AND SAVE HARMLESS the Organizer and Representatives from Claims for any and all Damages** suffered by me and/or by any other persons arising from my participation in the Event, whether the Damages are occasioned, wholly or in part, by any act or omission of the Organizer or Representatives, whether negligent or grossly negligent or otherwise.

**Consent to medical treatment:** In the event of my injury or illness during my participation in the Event, if I am unable to do so myself, I hereby authorize WWF-Canada in its reasonable judgment, at my expense, to secure any necessary treatment. I hereby release and forever discharge the Organizer and the Representatives from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Event.

**Photo, video, audio, film, interview release:** I give WWF-Canada permission to take and publish photographs, videotapes, audiotapes, films and interviews of me (the "Images") for current and future use in WWF-Canada materials, including marketing and promotional materials and WWF-Canada's official website, without compensation to me. I also understand that external media organizations may attend events involving WWF-Canada and hereby give permission for the publication and/or broadcast on-line, on television and/or radio of the Images.

**Donations non-refundable:** I understand that all donations processed by WWF-Canada are non-refundable and non-transferable, even if I do not participate in the Event for any reason.

**Applicable laws and jurisdiction:** This Release and Indemnity is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Should any portion of this Release and Indemnity be held to be invalid by any court of competent jurisdiction for any reason, such portion will be severable from the remaining provisions herein and will not otherwise affect the remaining provisions of this Release and Indemnity which will continue to be enforceable.

**Submission of Form:**

I have read (or have had read to me) this Release and Indemnity. I fully understand its terms and agree with them. I understand and agree that this Release and Indemnity shall bind my heirs, assigns, administrators, executors, legal representatives, next-of-kin, and anyone else who may make a claim for me or on my behalf. I

**UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND CONFIRM THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, OR ASSURANCE OR GUARANTEE BEING MADE TO ME.**

Is this Release and Indemnity being completed by a Parent or Legal Guardian of a Minor Child?

Yes     No

If yes is selected above, enter the name of the Parent or Legal Guardian of the Minor Child:

If yes is selected above, enter the email of the Parent or Legal Guardian of the Minor Child:

- I am the Participant. I am 18 years of age or older and accept the terms of this Release and Indemnity.
- I am the Parent or Legal Guardian of the Minor Child Participant. I accept the terms of this Release and Indemnity on behalf of the Minor Child.