



TREES FOR HALTON HILLS - 2024 RELEASE, WAIVER, INDEMNITY AND PHOTOGRAPHIC RELEASE AGREEMENT

By signing below, you (the “Participant”), agree to abide by Trees for Halton Hills’ Terms and Conditions for volunteer work days in 2024 and this Release, Waiver of Liability and Indemnity, Medical Treatment Authorization and Photographic Release Agreement (collectively this “Release”). Where the Participant is under the age of eighteen (18) years, it is also agreed to by the consenting parent or legal guardian of the Participant.

TREES FOR HALTON HILLS TERMS AND CONDITIONS FOR VOLUNTEER WORK DAYS

Participants have the right to refuse work they believe is unsafe. Participants are required to provide a minimum standard of safety equipment for themselves, including but not limited to: water, appropriate clothing and footwear, sun hat, sun screen, bug repellent or any other items an individual might require while being in the outdoors for an extended period. Participants must report all injuries, no matter how slight, to a Trees for Halton Hills representative. Participants are required to follow any instructions with respect to the Activities provided by Trees for Halton Hills before or during any volunteer work.

PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNITY, MEDICAL TREATMENT AUTHORIZATION AND PHOTOGRAPHIC RELEASE AGREEMENT

This Release is executed in favour of Trees for Halton Hills, all event partners including The Corporation of the Town of Halton Hills, and their respective directors, officers, members, employees, agents, volunteers, contractors, elected and appointed officials, sanctioning bodies, all persons for whom it is responsible at law and their respective successors and assigns (“TFHH”), in consideration of the participation in a TFHH volunteer work day or days in 2024.

As the Participant, or the parent or guardian of a child under 18 years of age who will be a Participant, I/we, on my own behalf and/or on behalf of my child or ward, and on behalf of my/our heirs, executors, estate trustees with or without a will, administrators, next of kin, successors and assigns:

(ASSUMPTION OF RISK)

- agree, acknowledge and understand that participation with TFHH in 2024 will include activities which will take place outdoors, possibly during inclement weather, physical labour (ie. tree planting or other), the use of hand tools (shovels and/or other tools), and walking over rough terrain, possibly in water or watercourses (the “Activities”);
- agree, acknowledge and understand that such Activities are not totally without risk;
- agree to assume the risk of injury or harm to the Participant in the Activities;

(RELEASE, WAIVER OF LIABILITY AND INDEMNITY)

- agree to release TFHH and all event partners from all liability, whether direct or indirect, and waive all claims, demands, damages, costs, expenses, actions or causes of actions, arising out of or in consequence of any death, injury, loss or damage to my person or

property or that of my child or ward, however caused, while participating in the Activities; including but not limited to, any breach of the *Occupier's Liability Act*;

- agree to further waive and release TFHH and all event partners from any recourse which I or my child or ward may now or hereafter have resulting from any decision, action or omission of TFHH or its event partners;
- agree to indemnify TFHH and all event partners from and assume full responsibility for any claims, demands, damages, costs, expenses, actions or causes of actions it may incur arising out of or in consequence of any death, injury, loss or damage due to my participation or that of my child's or ward's participation in the Activities;
- understand that TFHH cannot guarantee or in any way represent that you or your child or ward, will not become infected by contact with ticks through participation in the Activities. Each Participant accepts and understands that participation in the Activities may increase that risk;
- hereby grant permission for images of myself or my child or ward, captured during the Activities through video, photo or digital camera, to be used solely for the purposes of TFHH or its event partners for use in promotional material, reports, and publications, and do hereby waive any rights of compensation or ownership thereof;
- agree that this Release shall be governed by the laws of Ontario;
- agree that if any portion of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue in full legal force and effect;
- agree that by signing below, I acknowledge and agree that I have read and understood this Release.

Dated this _____ of _____, 2024

_____ (signature)

PRINT NAME: _____

ADDRESS: _____

TELEPHONE #: _____

IF APPLICABLE, PARENT OR GUARDIAN OF _____ (PRINT CHILD'S NAME)

WITNESS: _____ (signature)

PRINT WITNESS NAME and ADDRESS: _____