



Helping Kids with
Physical Disabilities
Succeed

Acknowledgement, Release and Waiver Form - Adult

Name of Event: Swim For Kids
To be Held at: Lake Ontario Park, Kingston, Ontario
Date of Event: August 22, 2020
(the "Event")

In consideration of the opportunity to participate in and attend the Event (which involves open water swim at Lake Ontario Park, Kingston, Ontario, _____ (*please print*), for myself and my heirs, personal representatives, estate, insurers and assigns, hereby irrevocably and unconditionally:

1. represent and warrant that I am over the age of 18 years of age, in good health and physical condition, and acknowledge and understand that participation in and attendance at the Swim For Kids involves certain risks and dangers of accidents, serious personal and bodily injury, including death, and property loss or damage either specifically as a result of participation in the Event or generally in connection with my attendance thereat and transportation there from. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks;
2. fully and forever release, discharge and indemnify Easter Seals Ontario, YMCA of Eastern Ontario, and each of their parent companies, affiliates, divisions, subsidiaries, directors, officers, employees, agents, insurers, assigns and successors, together with all Event directors, volunteers, staff, coaches, training and medical personnel (collectively, the "**Released Parties**") of and from any and all causes of action, lawsuits, losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in and attendance at the Event, including, without limitation, transportation related to the Event;
3. agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me or others, howsoever occurring, whether by negligence or otherwise, in connection with my participation in and attendance at the Event, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, or injury that I may experience related to the Event including, without limitation, transportation related to the Event;
4. waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation;
5. agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred or suffered by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with my participation in the Event. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I suffer;
6. understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the Event. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Event;



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7. acknowledge that if any portion of this Acknowledgement, Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Acknowledgement, Release and Waiver supersedes any oral or written statements made by or to me in connection with the Event. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release and Waiver for any reason;

8. agree that, in the event of a medical emergency, unless otherwise indicated by me, I hereby authorize and permit the Released Parties and Event personnel to administer first aid to me and to authorize such other medical treatment and transportation as may be recommended by physicians, paramedics and other medical personnel, in the event of any illness, accident or injury to me;

9. further agree that this document is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Printed Name: _____ Signature: _____

Address: _____ Date: _____

_____ Witness Signature: _____

Phone: _____ Date: _____

10. give and grant perpetually to Easter Seals Canada, Easter Seals Provincial Member Associations, YMCA of Eastern Ontario and their respective affiliates, licensees, employees and agents, exclusively, the irrevocable right (including, without limitation, all now and hereafter existing common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known) to use my name, photograph, image and likeness, and voice (the "Attributes") in any and all publicity purposes, commercial or otherwise, in any and all media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription, tape or other recording process whether now known or hereafter developed) any materials produced by Easter Seals Ontario incorporating the Attributes, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge that I shall not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the Attributes;

Signature: _____ Date: _____