

2020 SWIM FOR KIDS EVENT WAIVER
PARTICIPATE UNDER AGE 18

PARTICIPANT'S NAME: _____

I/We am/are all of the parents or legal guardians of _____, age _____ (the "Participant"), and I/we hereby willingly acknowledge and accept that participation in the **Swim for Kids** event is inherently, unusually and unavoidably hazardous and that the Participant may be severely or catastrophically injured, rendered incapacitated or killed.

I/ hereby agree that I/we have assessed the risk of the Participant participation in this **Swim for Kids** event and have determined that the Participant freely wishes to participate and I/we have individually agreed that the Participant should participate given the potential risk and hazardousness of the _____ event.

In consideration for the Participant being permitted to participate in the **Swim for Kids** event, I/ we, for myself/ourselves and on behalf of the Participant, all of our family members, estates, beneficiaries, executors, administrators and any person who may claim pursuant the Family Law Act or through either of us or the Participant, hereby forever remise, release and forever discharge release The Ontario Society for Crippled Children ("Easter Seals Ontario"), its employees, members, directors, volunteers and agents from any and all actions, causes of actions, claims for damages, costs and expenses which might arise out of the Participant's participation and attendance at this **Swim for Kids** event whatsoever, including physical injury, incapacity but physical and mental, death or damage to property, whether or not caused by their negligence (including gross negligence) or otherwise.

I/We further agree that neither I/we nor the Participant will make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, from Easter Seals Ontario, Easter Seals Canada, Easter Seals provincial members or YMCA of Kingston in connection with the matters outlined above. If any of us, the Participant or any person who claims through the Family Law Act or through us or the Participant commences such an action, or takes such proceedings, and the Easter Seals Ontario is added to such proceeding in any manner whatsoever, whether justified in law or not, each of the undersigned, for themselves and the Participant will immediately discontinue the proceedings and/or claims, and each of the undersigned will indemnify Easter Seals Ontario for and will be jointly and severally liable to the Easter Seals Ontario for all costs, damages, judgements, awards and expenses incurred by or sustained by Easter Seals Ontario as a result of that proceeding, including but not limited to the legal costs incurred in any such proceeding, on a

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substantial indemnity scale. This Release, Waiver and Indemnity shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by any of us, the Participant or any person who claims through the Family Law Act or through us or the Participant with respect to the matters covered by this Release, Waiver and Indemnity.

I/We agree that, in the event of a medical emergency, I/we hereby authorize and permit the Released Parties and Event personnel to administer first aid to the participant 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 the Participant.

I/We give and grant perpetually to Easter Seals Canada, Easter Seals Ontario, Easter Seals Provincial Members, **YMCA of Kingston, Swim For Kids** 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 the Participant's 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 **and YMCA of Kingston** 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/We acknowledge that I/We shall not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the Attributes.

I/We 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.

ACKNOWLEDGEMENT OF PARTICIPANT

By agreeing to this document the Participant acknowledges that he or she has read this document, understands it, and agrees further to be bound by its terms and conditions.

Date: _____ **D.O.B :** _____

Participant Signature

Print Name: _____

Address: _____

ACKNOWLEDGEMENT OF PARENT(S)/GUARDIAN(S) OF PARTICIPANT

By agreeing to this document the Parent(s)/Guardian(s) of the above named Participant acknowledges that he or she has read this document, understands it, and agrees further to be bound by its terms and conditions.

Date: _____ **D.O.B :** _____

Parent/Guardian Signature : _____

Print Name: _____

Address: _____

Date: _____ **D.O.B :** _____

Parent/Guardian Signature : _____

Print Name: _____

Address: _____
