



RELEASE & WAIVER OF LIABILITY AND INDEMNITY

I, _____, freely enter into and agree to the terms of this Release & Waiver of Liability and Indemnity (the “Release”), in favour of Volunteer Builders, a non-profit corporation organization, its board members, executive committee members, and its volunteers, and Halton Community Housing Corporation (Halton Region) (hereinafter referred to as the “Releasees”).

I hereby acknowledge that I am freely requesting to be allowed to participate in the construction project and associated construction activities (hereinafter referred to as the “Event”) at 320 Maurice Drive, Oakville, Ontario, over the course of Saturday, June 10, 2017. I expressly acknowledge that participating in the Event may involve personal risk, including injury, permanent impairment or death. By executing this Release, I agree that I am not relying upon any representations of any kind made by the Releasees, nor have the Releasees taken any steps to induce me into participating in the Event.

Release: I do hereby release and forever discharge the Releasees, their successors and assigns, from any and all liability, claims, causes of action and demands of whatever kind or nature, either in law or inequity, which may arise or may hereafter arise from my participation in the Event. I also agree that I will not make any claims or demands against any third party which could directly or indirectly result in a claim or demand being made against any of the Releasees. I also agree that this Release also binds my heirs, executors, administrators, successors and assigns.

Indemnity: I further agree to indemnify and save harmless the Releasees for any claim or causes of action arising by reason of my participation in the Event. I understand that this Release discharges the Releasees from any liability or claim that I may have against the Releasees or with respect to any bodily injury, illness, death, property damage or any other claim that may result from my participation in the Event. I also understand that the Releasees do not assume any responsibility for or obligation to provide financial or other assistance to me, including but not limited to, payment, wages, salary, medical, health or disability insurance. I understand that the Releasees do not carry or maintain health, medical or disability insurance coverage for any volunteer, including myself. I agree that such coverage is the sole responsibility of each volunteer.

Medical Treatment: In the case of accident or illness, I give permission to any staff member or volunteer of Halton Community Housing Corporation, or any board member, executive committee member, or volunteer of Volunteer Builders, or any other volunteer participating in the Event to seek any medical attention or treatment deemed necessary by such individual for me and I hereby release and waive, as against the Releasees, any and all actions, causes of actions, suits, claims, demands or expenses that I may have as a result of or in connection with such accident or injury or as a result of or in connection with such medical attention or medical treatment administered in connection therewith, and I will further indemnify and save them harmless from any and all costs, liabilities, expenses, claims, causes of action, suits or demands incurred by them or taken against them as a result of, connected with, or relating to such accident or illness and the medical attention or treatment administered in connection therewith. I acknowledge that, as of the time of executing this Release, I have sufficient physical and mental fitness to safely participate in the activities of the Event. I further warrant that, if at any time, conditions appear to be unsafe, or my health or safety appears to be in jeopardy, I will immediately discontinue further participation in the activities of the Event and inform a board member of Volunteer Builders of the concerns. I also acknowledge that I have informed **the volunteers witnessing the Event waivers** of any pre-existing medical allergies and/or dietary concerns of which I am aware.



Notwithstanding the voluntary nature of participation in these activities, at all times during the Event, I agree that my conduct will be in accordance with Volunteer Builders' standards of integrity, honesty, Event at any point at its sole discretion including if conduct is deemed unsafe or inappropriate.

Photographic Release: I further understand and accept that Volunteer Builders records its events and is not responsible for the use of my likeness at any time in any medium beyond their control. I grant and convey to Volunteer Builders all rights, title and interest in any and all photographic images and video and audio recordings made by Volunteer Builders during the course of my participation in the Event, including all royalties, proceeds or other benefits derived from such photographs or recordings. I also waive any and all rights, including moral rights that I have in the photographic images or video and audio recordings made by Volunteer Builders. I understand and agree that Volunteer Builders may use, modify and/or publish these photographic images and video and audio recordings in any manner it considers appropriate, which includes but is not limited to, Twitter, Facebook, Instagram, and the Volunteer Builders website (www.volunteerbuilders.org).

Independent Legal Advice: I agree and acknowledge that I have been given the opportunity to obtain independent legal advice regarding this Release, and that I have read and understand its contents. I am also aware that it has significant legal consequences and I enter into this Release knowingly and voluntarily.

Jurisdiction and Severability: I acknowledge that this Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario. I agree that in the event that any provision or part of this Release is deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall remain in full force and effect.

I certify and confirm that I am over the age of 18 years old.

I have the following pre-existing medical allergies and/or dietary concerns and take responsibility for my own food choices at the Event:

I carry an epi-pen (check) location stored: _____

I wear a medical/allergy alert ID (check)

Name

Signature

Date

Witness Name

Witness Signature

Date