



RELEASE & WAIVER OF LIABILITY AND INDEMNITY

This Release & Waiver of Liability and Indemnity (the "Release"), executed on _____, 2017 by _____ ("Participant" which term includes a minor participant and the parent or guardian of that minor participant), has been freely entered into by Participant 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").

Participant hereby acknowledges that he/she is 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. Participant expressly acknowledges that participating in the Event may involve personal risk, including injury, permanent impairment or death. By executing this Release, Participant agrees that he/she is not relying upon any representations of any kind made by the Releasees, nor have the Releasees taken any steps to induce Participant into participating in the Event.

Release: Participant hereby releases and forever discharges 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 in equity, which may arise or may hereafter arise from Participant's participation in the Event. Participant also agrees that he/she 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. Participant also agrees that this Release also binds Participant's heirs, executors, administrators, successors and assigns.

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

Medical Treatment: In the case of accident or illness, Participant gives 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 Participant and Participant hereby releases and waives, as against the Releasees, any and all actions, causes of actions, suits, claims, demands or expenses that Participant 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 Participant 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. Participant acknowledges that, as of the time of executing this

Release, Participant has sufficient physical and mental fitness to safely participate in the activities of the Event. Participant further warrants that, if at any time, conditions appear to be unsafe, or Participant's health or safety appears to be in jeopardy, Participant will immediately discontinue further participation in the activities of the Event and inform a board member of Volunteer Builders of the concerns. Participant also acknowledges that he/she has informed **the volunteers witnessing the Event waivers** of any pre-existing medical allergies and/or dietary concerns of which Participant is aware.

Notwithstanding the voluntary nature of participation in these activities, at all times during the Event, Participant agrees that his/her conduct will be in accordance with Volunteer Builders' standards of integrity, honesty, fairness, and respect. Participant understands that Volunteer Builders reserves the right to exclude anyone from the Event at any point at its sole discretion including if conduct is deemed unsafe or inappropriate.

Photographic Release: Participant further understands and accepts that Volunteer Builders records its events and is not responsible for the use of his/her likeness at any time in any medium beyond their control. Participant grants and conveys 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 Participant's participation in the Event, including all royalties, proceeds or other benefits derived from such photographs or recordings. Participant also waives any and all rights, including moral rights that he/she has in the photographic images or video and audio recordings made by Volunteer Builders. Participant understands and agrees 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: Participant agrees and acknowledges that he/she has been given the opportunity to obtain independent legal advice regarding this Release, and that he/she has read and understands its contents. Participant is also aware that it has significant legal consequences and Participant enters into this Release knowingly and voluntarily.

Jurisdiction and Severability: Participant acknowledges that this Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Participant agrees 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.

Participant certifies and confirms that he/she is over the age of 18 years old.

Name of Adult Participant

Signature of Adult Participant

Date

Witness Name

Witness Signature

Date



_____ (minor) has the following pre-existing medical allergies and/or dietary concerns: _____.

Check if minor carries an epi-pen ____, location stored: _____

Check if minor wears a medical/allergy alert ID __

_____ (minor) will take responsibility for their food choices at the Event:

TO BE SIGNED BY PARENT OR GUARDIAN WHERE THE PARTICIPANT IS A MINOR

I, _____, am the parent or legal guardian of _____ ("Minor"). I hereby consent to Minor's involvement in the above referenced Event. I have reviewed the above Release and execute it as parent or legal guardian to the Minor. By signing below I understand that the above Release applies to both me and Minor as Participant and that all references to Participant above refer to me and Minor.

I agree that I have reviewed the above Release carefully and understand that it substantially impacts my rights and the rights of the Minor.

Name of Participant under 18 years of age

Signature of Parent or Legal Guardian for Participant under 18 years of age

Date

Print Name of Parent or Legal Guardian for Participant under 18 years of age

Witness Name

Witness Signature

Date