coldest night OF THE YEAR waiver 2024

Please carefully review the following Waiver and Release. You must voluntarily agree to the terms and conditions below in order to participate in this Event.

1. I (referred to hereinafter as the "Participant") understand the inherent risks in walking or volunteering in an in-person or unsupervised Coldest Night of the Year event (referred to hereinafter as the "Event") and assume all risks for personal safety.

2a. I agree to obey all laws, by-laws, and community guidelines regarding gatherings, and if applicable, laws regarding public safety, food safety, social gathering limits, infectious diseases, traffic signs, and lights.

2b. COVID-19 and Communicable Disease Notice: I acknowledge that the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof (collectively, "COVID-19")) is extremely contagious, and that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any place where people are or have been present, including the Event, and that no level of precautions taken by the Organizers (defined below) or public health officials can eliminate the risk of exposure. By participating in the Event, I represent that my child or ward and I have complied and am/are complying with all relevant protocols communicated by Organizers, subject to change at any time based on orders, guidance, and recommendations from public health officials. I agree that my child or ward and I am/are voluntarily assuming all risks related to exposure to COVID-19 and other communicable diseases, viruses, bacteria, or illnesses, and specifically release and discharge Organizers from any and all claims, liabilities, actions, demands, expenses and attorneys' fees relating to any such injury, disease, virus, bacteria, or illness in connection with the Event.

3. I will cooperate fully with the Organizers (defined below), including modifying, changing, or stopping my participation if requested to do so. I will exhibit appropriate behavior at all times and conduct myself in a manner as not to endanger the safety of or negatively affect Event or any person/property.

4. I confirm that I am in proper physical and emotional condition to participate in this Event. I understand my activities may involve physical activity, contact with other persons/animals or other potential risk of bodily injury or property damage. I voluntarily assume full and complete responsibility for and the risk of any injury, including death, accident or lost/stolen property. I am medically/physically able to participate and take full responsibility for consulting a physician. I consent to emergency medical care/transportation if injured, as medical professionals deem appropriate. This Waiver and Release extends to any liability arising out of or in any way connected to medical care/transportation provided, including negligent emergency rescue operations.

5. In consideration of the acceptance my participation in the Event, I, for myself, my heirs, executors, administrators, successors, and assigns, waive and release any and all claims, liabilities, actions, demands, expenses and attorneys' fees to which I may become entitled for injury or damage or other liability regardless of cause and release Blue Sea Philanthropy Inc, Blue Sea Foundation, the local charity, organizing committee members (referred to collectively hereinafter as the "Organizers") and all other organizers, sponsors, representatives, their agents and employees, and any other person or organization assisting in this Event from any claims for damages or injury suffered by me as a result of my participation in or travelling to or from this Event.

6. I give the Organizers the irrevocable, perpetual and worldwide right to use, copy, publicly perform/display, distribute, broadcast, modify, translate, and create derivative works of, for any purpose and without compensation, any personal statements, photos, videos, audio, and other recordings of me made during my activities for the Event and any original material I create in connection with my activities on account of this Event.

7. Waiver and Release will be construed under the laws of the province or territory where Event is held. If any provision of this Waiver and Release is deemed unenforceable by law, Organizers may modify such provision to the extent needed to be deemed enforceable and all other provisions will remain in full force and effect.

8. This Waiver and Release may be accepted by manual signature and/or digital signature and/or transmission. The effectiveness of any such acceptance shall have the same force and effect as manually-signed originals and shall be binding on all parties to this Waiver and Release.

9a. For Participants aged 18 years or older: I certify I am at least 18 years old. I understand I have given up substantial rights by accepting this Waiver and Release and have signed it freely and voluntarily without any inducement, assurance, or guarantee. I intend my acceptance to be a complete and unconditional release of liability to the greatest extent allowed by law.

9b. For Participants under the age of 18 years: In consideration of the Organizers accepting the participation of the below-named Participant in the Event, I, a parent/guardian of the Participant, agree to indemnify and save harmless the Organizers, their directors, officers, members, servants, agents, and employees from and against any and all claims, liabilities, actions, demands, expenses and attorneys' fees which might be made against any of them, arising out of or in consequence of the attendance or participation of by the Participant in the Event.

CONTACT (PRINT CLEARLY)

name	☐ walker ☐ volunteer ☐ other:	
address		
city	province	postal code
email		
phone	event location	
I accept the terms of my participation in the event:	**parent/guardian information (if 17 and under):**	
date	parent/guardian name	
X signature	X parent/guardian signature	