

**RBC Race for the Kids Toronto**  
**WAIVER, RELEASE OF LIABILITY,**  
**ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**THIS IS AN ABSOLUTE AND UNCONDITIONAL DECLARATION, PUBLICITY CONSENT, WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (THE "AGREEMENT").**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. BY ACCEPTING THIS AGREEMENT, YOU WILL GIVE UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND CLAIM COMPENSATION. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND COMPLIED WITH THE CONTENTS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ALL THE TERMS SET OUT IN IT.**

**I. DESCRIPTION OF THE EVENT**

The event, called *RBC Race for the Kids Toronto* will take place on Saturday, September 14, 2019 and consists of numerous events including running events (each a "**Running Event**" and collectively, the "**Running Events**"). The RBC Race for the Kids Toronto will also include activities connected with or related to the Running Events (together with the Running Events, collectively, the "**Event**") and is produced by Sunnybrook Foundation ("**Event Producer**"), in support of the Family Navigation Project at Sunnybrook Health Sciences Centre.

**II. WAIVER, ASSUMPTION OF RISKS AND INDEMNITY AND RELEASE OF LIABILITY**

IN CONSIDERATION of the acceptance of my application and the permission to participate as an entrant or volunteer at or in the Event, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. I, for myself, my heirs, executors, administrators, successors and assigns, **HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE** the City of Toronto, The Toronto Police, The Chief of Police, The Toronto Transit Commission, The Ministry of Transportation (Ontario), Sidan Traffic Control Services, RBC Royal Bank, Sunnybrook Foundation, Sunnybrook Health Sciences Centre, and their respective directors, officers, volunteers, employees, independent contractors, sponsors (including sponsoring companies), contributors, associations, sanctioning bodies, and all their respective agents, officials, servants, contractors, representatives, elected and appointed officials, successors and assigns (collectively, the "**Releasees**") **OF AND FROM ALL** claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity in respect of death, injury, loss or damage to my person or property **HOWEVER CAUSED**, arising or to arise by reason of my participation in the Event, whether as a spectator, participant, competitor, volunteer or otherwise, whether prior to, during or subsequent to the Event(s), **AND NOTWITHSTANDING** that same may have been contributed to, or occasioned by, the negligence of any of the aforesaid Releasees. I **FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY** all of the Releasees from and against any and all liability incurred by any or all of them as a result of, or in any way connected with, my participation in the said Event.
2. I agree to participate in the Event. I acknowledge and accept that the Event Producer reserves the right to substitute, amend or cancel any portion of the Event or the Event itself at any time without notice.
3. I am aware that my participation in a Running Event(s) involves many serious risks and dangers, including but not limited to injury, illness, disability and death. These can result from a variety of factors, including but not limited to: fatigue; overexertion; exhaustion; heart problems; medical illnesses and emergencies; dehydration; exposure to the elements; collisions with other runners and manmade and natural objects; accidents and other hazards and equipment failures or malfunctions. I acknowledge that there will be a physician and registered nurse onsite in the event that I become injured or ill, but they will not have available to them the resources available in a medical facility. I agree that my participation in the Event is voluntary, and I knowingly and freely assume all such risks and dangers.
4. I hereby consent to the collection and use by the Event Producer of the information, including personal information, on the Event registration form, for the purpose of administering the Event. I hereby grant a non-exclusive, worldwide, unrestricted, irrevocable, perpetual, royalty-free license, with a right of sublicense, authorizing the Event Producer (and its representatives, successors and assigns) and any and all persons

acting under the Event Producer's authority, to capture, collect, and otherwise obtain, produce, reproduce, modify, alter, edit, crop, distribute, publish, re-publish, transmit, publicly perform, publicly present, display, exhibit and otherwise communicate to the public in all forms of media now or hereafter known, make available to the public and otherwise use, re-use and exploit, for the purpose of publicity of this Event and other current and future activities as determined by the Event Producer (and its representatives, successors and assigns), my name, the fact that I am an entrant or volunteer in the Event, my city of residence, the amount of donations collected by me, my voice, statements made by me, my image, my photograph, representation and likeness with or without my name or any right of attribution (collectively the "**Authorized Acts**") and without compensation.

5. To the extent permitted by law, and without limiting any other statement herein, I waive, in favour of the Event Producer (including its respective representatives, sublicensees, successors and assigns), my right, title and interest in and to the Authorized Acts, including, without limitation, all intellectual property or personality rights, whatsoever in the Authorized Acts. I waive and release any right that I may have to inspect or approve the Authorized Acts. I hereby release the Event Producer and any and all persons acting under its permission or authority (including its representatives, sublicensees, successors and assigns), from any claims that may arise out of the Authorized Acts, including but not limited to, any claims of defamation, invasion of privacy, infringement of moral rights or copyright, rights of publicity, confidentiality or otherwise.

### **III. DECLARATION**

6. I hereby declare, represent and warrant that: I am in good health and physical condition and am not suffering from any physical disability or illness and am not on any regular medication that might reasonably be expected to adversely affect my ability to safely participate in the Event, or interfere with or adversely affect my participation in the Event. I am a legal resident of Canada and am over the age of majority in Ontario (in the event that the entrant or volunteer is not over the age of majority in Ontario, this Agreement must be executed by such entrant's or volunteer's parent or legal guardian and delivered to the Event Producer).
7. This declaration is, to the best of my knowledge and belief, a true and accurate statement of the facts contained herein.
8. I understand that upon acceptance of my Event registration form by the Event Producer and my acceptance of the terms of this Agreement, I will be permitted to participate in the Event.

### **IV. OTHER TERMS**

9. I understand that it is my responsibility to provide or arrange for transportation to and from the Event.
10. This Agreement shall be effective and binding on my personal representatives, estate, heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.
11. Anyone of the Releasees may assign this Agreement without my prior consent.
12. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees other than set forth in this Agreement.
13. This Agreement shall be governed by the laws of the Province of Ontario and I hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of the determination of any matter or dispute arising under or in respect of this Agreement.
14. In the event that any provision or term of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
15. The division of this Agreement into sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**I AM AWARE THAT BY ACCEPTING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL AND VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION, WHICH I OR MY PERSONAL**

REPRESENTATIVES, ESTATE, HEIRS, NEXT OF KIN, ADMINISTRATORS, EXECUTORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I acknowledge that I have read this entire Agreement and fully understand the meaning and effect of it and I intend it to be legally binding. By checking "Yes, I agree" below and Signing below I understand that I accept each of the terms of this Agreement.

Yes, I agree       No, I do not agree

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

Volunteers sign here:

\_\_\_\_\_  
Volunteer Legal Name

\_\_\_\_\_  
Volunteer Signature

Volunteers under the age of 18:

\_\_\_\_\_  
Child 1 Name

\_\_\_\_\_  
Child 1 Signature

\_\_\_\_\_  
Parent / Legal Guardian Name

\_\_\_\_\_  
Parent / Legal Guardian Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

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**FOR COMPLETION BY EVENT PRODUCER. CHECK AS COMPLETED**

Volunteer signature

Witness Signature (x2)

Parent/Legal guardian signature (p.3) and initials (pages 1 (x2) and 3)

Parent or Legal Guardian's ID checked and address recorded