

## **Waiver and Release**

### **LIABILITY WAIVER AND RELEASE OF CLAIMS AND INDEMNITY**

#### **IMMUNITY CANADA COVID-19 EVENTS PROTOCOL**

I, for myself and on behalf of accompanying child/children, agree to release and not to sue ImmUnity Canada, Its affiliated partners, including, without limitation, their directors, officers, employees, volunteers, agents, and organizers, or sponsors of the event (The 'released parties'), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault, or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, economic loss, or out-of-pocket expenses, or loss or damage to property, or other loss, which for accompanying child/children, heirs, assignees, next of kin, and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my/our behalf, which arise or may hereafter arise from my or an accompanying child's/children's participation in or attendance at the event.

#### **ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS.**

I, for myself and any accompanying children, acknowledge, understand, and agree as follows:

1. Participation or attendance at the Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19 and while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I, for myself and all accompanying children, hereby knowingly assume the risk of injury, harm, and loss associated with the Event, including any injury, harm, and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties.

I understand and agree that my execution of this Waiver and Release is a prerequisite for my participation (and/or my child's participation) in the Event and that there are risks inherent in participating in the Event, including strenuous physical activity associated with walking certain distances. I assume all risks associated with my (and/or my child's) participation in the Event including, without limitation, all risks from falling, contact with others, negligent or wanton acts of other participants, volunteers, or non-participants, public safety threats, road surface conditions, failure of vehicle drivers to observe traffic laws, weather conditions, and any other injury or accident that may occur during my participation (and/or my child's participation) in the Event.

I hereby release and hold harmless the ImmUnity Canada and its staff, directors, agents, employees, contractors, vendors (and their agents), sponsors, officials, and volunteers, including walk leaders, participating committees and clubs, and all governmental and public

entities where the Event takes place (collectively, “Released Parties”), from any loss, liability or claims arising out of my participation (and/or my child’s participation) in the Event, including claims for damages for death, personal injury or property damage suffered by me or others, liability arising from negligence on the part of one or more Released Parties, and from dangerous or defective property or equipment owned, maintained or controlled by any of them. I agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

I affirm that I (or my child, if a participant) am/is medically and physically able to participate in the Event. I consent to emergency medical care and transportation in the event of illness or injury to me (or my child) while participating in the Event. This waiver extends to liability in any way connected with such emergency medical treatment and transportation.

### **PHOTO RELEASE**

I understand and agree that ImmUnity Canada and its designees may take photographs, make video and/or audio recordings (collectively, the “Recordings”), of the participants in the Event including me (and/or my child) for possible inclusion in publications or productions publicizing the Event, ImmUnity Canada, and all other uses by ImmUnity Canada including, without limitation, the rights to reproduce, print, broadcast, distribute and transmit the Recordings in whole or in part, in any media now known or hereafter developed, including but not limited to the Internet (including ImmUnity Canada and YouTube). I authorize ImmUnity Canada and its designees to use Recordings of me (and/or my minor child) that are taken at the Event and/or by the personal photos I take and post on social media tagging @immunitycanada, = #joinourherd, #invisiblenomore with or without my name or the name of the minor for whom I am the parent/guardian, in its sole discretion free and clear of any claim whatsoever on my part, and without compensation.

### **WARRANTY OF AUTHORITY**

If I am signing this Warranty and Release on behalf of any other person (including any minor child), I warrant that I have the right, power, legal capacity, and authority to do so, and to perform each of the obligations in this Warranty and Release. I agree that any adult I am registering for the Event must personally execute an identical Waiver and Release at the Event as a condition of his or her participation in the Event.

### **IMMUNITY CANADA PERSONAL FUNDRAISING PAGES MODERATING POLICY**

I understand personal pages and team pages on this event site are monitored for inappropriate content and ImmUnity Canada reserves full right to determine if any content is inappropriate and does not reflect the mission and values of ImmUnity Canada, that inappropriate content may be removed. I understand I am encouraged to post a picture/video and written text that relates to this event.

**I HAVE READ AND AGREE TO THE ABOVE WAIVER AND RELEASE.**