

# Release and Waiver of Liability for Volunteer/Participant Minors and Adults

This Release and Waiver of Liability (the “**Release**”) is executed

by \_\_\_\_\_, minor or adult (the “**Volunteer/Participant**”), and \_\_\_\_\_, the **Parent of minor** having legal custody and/or the legal guardian of the volunteer/participant (the “**Guardian**”), in favor of ICTC Youth Foundation, a nonprofit corporation in the province of Ontario, and their trustees, directors, officers, employees, and agents (collectively “**ICTC**”).

The Volunteer/Participant and Guardian desire that the Volunteer/Participant work as a volunteer or take part and engage as participant in programs, projects, gatherings, workshops, and events (collectively “**Activities**”) run and managed by ICTC. The Volunteer/Participant and the Guardian understand that the **Activities** may include but not limited to the in-person or online workshops, indoor/outdoor individual or group events, working in group, online webinars, exchange of goods and services, delivery of packages and items, using the ICTC offices, and sport/leisure occurrences.

The Volunteer/Participant and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Release and Waiver.** Volunteer/Participant and Guardian do hereby release and forever discharge and hold harmless ICTC and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer/Participant’s or Guardian’s Activities with ICTC.

Volunteer/Participant and Guardian understand that this Release discharges ICTC from any liability or claim that the Volunteer/Participant or Guardian may have against ICTC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer/Participant’s Activities with ICTC, whether caused by the negligence of ICTC or its officers, directors, employees, or agents or otherwise. Volunteer/Participant and Guardian also understand that ICTC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. **Medical Treatment.** The Volunteer/Participant and Guardian acknowledge that participation in the Activity may require engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. The Volunteer/Participant and Guardian understand that these risks may result from his/her own or a third party’s actions, negligence and failure to act and from the condition of any property, facilities or equipment used.

The Volunteer/Participant and Guardian also understand that there may be risks involved which are not known to him/her or to the ICTC, and may not be foreseen or reasonably foreseeable at the time of the Activity. Despite knowing these risks, the Volunteer/Participant and Guardian hereby elect to voluntarily participate in the Activity and agree to assume all related risks, including without limitation those enumerated above, and accept personal responsibility for any injury of any kind or nature that the Volunteer/Participant or Guardian or his/her property may suffer arising out of or in connection with participation in the Activity.

The Volunteer/Participant and Guardian hereby certifies that he/she is physically fit for participation in the Activity, has the skill level required in conjunction with the Activity, and has not been advised otherwise. Volunteer/Participant and Guardian agree that before he/she participates in the Activity, he/she will inspect all related facilities and equipment. Volunteer/Participant and Guardian consent to receiving first aid, treatment, or service (collectively, “**Treatment**”) in the event of illness or injuries suffered during or immediately after any Activity but acknowledge that ICTC has no duty or obligation to provide any Treatment. Volunteer/Participant and Guardian do hereby release and forever discharge ICTC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer/Participants’ or Guardian’s Activities with ICTC.

3. **Food Safety.** The Volunteer/Participant and Guardian hereby acknowledge and assume the risk associated with their voluntary participation in any organized functions including, but not limited to, “bring a dish parties” or “potluck parties”, delivered food or raw ingredients where food products may be provided by Volunteers/Participants and/or Guardians and/or ICTC and/or any other participants. The Volunteer/Participant and Guardian assume full responsibility for his/her health and wellbeing and for any bodily injury or illness associated with the consumption of any such food products. The Volunteer/Participant and Guardian further indemnify and hold harmless ICTC and its agents, trustees, employees, and staff from any claims or causes of actions that he/she may have, or his/her estate, representatives or heirs may have, which arise from his/her participation and consumption of food products at any such event.

4. **Assumption of the Risk.** The Volunteer/Participant and Guardian understand that the Activities may include, but may not be limited to, work, group play, organization, delivery of packages or items, delivery of food or raw materials, loading and unloading, and transportation to and from the sites.

Initials of Volunteer/Participant: \_\_\_\_\_

Initials of Parent/Guardian: \_\_\_\_\_

Volunteer/Participant and Guardian hereby expressly and specifically assume the risk of injury, illness, or harm in the Activities and release ICTC from all liability for injury, illness, death, or property damage resulting from the Activities. Volunteer/Participant and Guardian shall follow all reasonable safety instructions provided by the ICTC, (including all officials and event volunteers), before, during and after the Activity.

5. **Insurance.** The Volunteer/Participant and Guardian understand that, except as otherwise agreed to by ICTC in writing, ICTC is not required to carry or maintain health, medical, or disability insurance or any other insurance coverage for any Volunteer/Participant and Guardian.

**Each Volunteer/Participant and Guardian is expected and encouraged to obtain his or her own medical or health insurance coverage.**

6. **Photographic Release.** The Volunteer/Participant and Guardian do hereby grant and convey, without compensation, unto ICTC all right, title, and interest in any and all in person or online photographic images, and video or audio recordings made by ICTC during the Volunteer/Participant or Guardian taking part in Activities(both in person and online) with ICTC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. ICTC shall be authorized to use such photographic images and video or audio recordings for any broadcast, telecast, social media posting, promotion, advertising or any other media or purpose the ICTC deems reasonable.
7. **Indemnification.** Volunteer/Participant and Guardian hereby agree to indemnify and hold harmless the ICTC from any and all liabilities or claims made by any third parties as a result of the Volunteer/Participant or Guardian's participation in the Activity, whether caused by the negligence of the ICTC or otherwise.
8. **Other.** Volunteer/Participant and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the province of Ontario that this Release shall be governed by and interpreted in accordance with the laws of the province of Ontario. Volunteer/Participant and Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
9. **Covid-19.** ICTC has put in place preventative measures to reduce the spread of COVID-19; however, ICTC cannot guarantee that Volunteer/Participant and Guardian will not become infected with COVID-19. Further, attending the ICTC Activities could increase the risk of contracting COVID-19. By signing this Release, Volunteer/Participant and Guardian acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Volunteer/Participant and Guardian may be exposed to or infected by COVID-19 by attending the ICTC Activities, exchanging of goods and services, delivery of food and packages, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the ICTC Activities may result from the actions, omissions, or negligence of Volunteer/Participant and Guardian and others, including, but not limited to, the ICTC employees, board members, volunteers, and program participants and their families. Volunteer/Participant and Guardian expressly understand and agree that this Release includes any Claims based on the actions, omissions, or negligence of the ICTC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any ICTC Activities.

**Upon signing, the Volunteer/Participant and Guardian have executed and agreed to all terms and conditions outlined in this Release**

**Signature of:**

Volunteer/Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**Print Names:**

Volunteer/Participant: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Initials of Volunteer/Participant: \_\_\_\_\_

Initials of Parent/Guardian: \_\_\_\_\_