



torontomiracle.org

VOLUNTEER AGREEMENT RELEASE AND WAIVER OF LIABILITY FORM

In consideration of being permitted to assist/volunteer at December 5th Toronto Miracle (the “Initiative”), I (the “Volunteer”) hereby agree as follows:

I volunteer to assist in the activities related to the Initiative. I understand that my assisting/volunteering may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, in actions of negligence and/or the actions, inactions or negligence of others, the rules of the Initiative, condition of the premises, weather conditions, or condition of any of the equipment used in the Initiative. There may also be other risks not known or not reasonably foreseeable.

On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE December 5th Toronto Miracle, all Initiative volunteers, organizers, partners, insurers, officials, and all other persons or entities involved with the Initiative, and the volunteers, organizers, partners, insurers, other participants and representatives of all of the above (collectively, the “Released Parties”), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively “Claims”), for death, personal injury, or property damage, which may arise out of, result from, or relate to my assistance/participation in, or my travelling to or from, any Initiative, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Initiative site or elsewhere), and any Claims for medical or hospital expenses.

I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting in, participating in, or volunteering in the Initiative, including travel en route to and from the Initiative. I am aware that as a volunteer I expose myself to potential hazards which include but are not limited to: cuts, back injury from lifting, car accidents, property damage, mugging, falls, weather-related injuries such as slipping on ice, Covid-19, etc. Potential hazards have been explained to me. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY VOLUNTEERING.

I understand and agree that, December 5th Toronto Miracle does not and shall not carry or maintain health, medical, or disability or Workers Compensation insurance coverage for any Volunteer.

I understand and acknowledge that I may decline any volunteer role or position at any time if I feel such role or position presents a risk to health or safety or for any other reason. Volunteer agrees to advise December 5th Toronto Miracle of any preexisting conditions or positive case of Covid-19 that would preclude involvement in any activity.

I declare that the below Covid-19 statements are false and do not apply to me or a member of my household or bubble:

- (A) I or a member of my household is experiencing symptoms related to COVID-19 (cough, fever, trouble breathing, extreme fatigue, sudden loss of sense of smell).
 - (B) I or a member of my household has experienced cold or flu-like symptoms within the last 14 days.
 - (C) I or a member of my household has had close contact with someone diagnosed with COVID-19 within the last 14 days.
 - (D) I or a member of my household has travelled outside the province or the country within the last 14 days.
 - (E) I or a member of my household has been in close contact with a person who has travelled outside the province or the country within the last 14 days.
 - (F) I or a member of my household is subject to a government or public health self-isolation directive.
- (If any of these Covid-19 statements above are true, you should not accept this waiver agreement)

I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, and my actions or inactions which cause injury or damage to any other person.

I acknowledge and agree to allow my photographic image, video, likeness and/or voice recording to appear in any documentary, promotional (including advertisements), online, television, radio or film coverage of the Initiative without compensation or further notice, and I agree to assign all copyright or other interests therein to December 5th Toronto Miracle.

If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions.

This Volunteer Release and Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under the laws of the province of Ontario, and that this Release shall be governed by and interpreted in accordance with the laws of the province of Ontario.

I SPECIFICALLY ACKNOWLEDGE THAT I PERSONALLY HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT, AND I KNOW, UNDERSTAND, AND APPRECIATE THE RISKS THAT ARE INHERENT IN THE ACTIVITIES I WILL UNDERTAKE AS A VOLUNTEER AND I AGREE TO BE LEGALLY BOUND BY IT. I UNDERSTAND THAT I AM PERMANENTLY GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.