



## Waiver

**BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO ASSUME CERTAIN RISKS AND WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.**

PARTICIPANT NAME: \_\_\_\_\_

In consideration of acceptance into the Events For Life Centre Inc. (EFL) program, I and my participant, for ourselves, our heirs, executors, administrators and assigns, waive any claims to which I or my participant may become entitled for injury or damage and release EFL and all other organizers, sponsors, affiliates, volunteers, representatives, their agents and employees and any other person or organization (collectively 'EFL Agents') assisting in the program and its events for any claims for damages or injury suffered by me or my participant as a result of participation in the program and its events, including but not limited to travelling to or from the program and its events, whether or not the vehicle is provided by EFL.

I further state that I/my participant is in proper physical condition to participate in the program and its events and am aware that participation could, in some circumstances, result in physical injury including but not limited to: injury or damage caused by vehicular, pedestrian or other traffic; variable road conditions and collisions with cars; water related injuries; loss of balance or control, slipping or falling while hiking, walking or running; slippery surfaces, gravel and water on or in parking lots, roadways, stairways, walkways, decks, lodges and buildings; failure to act safely or within one's own ability or to stay within designated areas; and theft of or damage to personal property. I and my participant further release EFL and EFL Agents from any claims, demands, damages, actions or cause of actions arising out of or in consequence of any loss, injury or damage to my person, participant or property incurred while attending at or participating in, the EFL program or events notwithstanding any such loss, injury or damage may have arisen by reason of the negligence of EFL and EFL Agents and I further release any recourse which I or my participant may now or hereafter have resulting from any decision of EFL. In consideration of acceptance into the EFL program, I and my participant agree to indemnify EFL and EFL Agents from any claims or demands which might be made against EFL arising out of or in consequence of my attendance or participation in the program.

I also give permission for artwork, videos and/or photos of myself/my participant to be posted on the EFL website, Facebook and any type of online social media and/or promotional brochures for advertising, promotional, education and marketing purposes, as well as to be posted on bulletin boards in the space used by EFL. Photos/videos taken may be used for media stories or publicity and may identify the participant by name.

I also understand that information collected regarding participants may be shared with family support workers, staff and volunteers on a need to know basis to ensure appropriate supports. Any information EFL obtains regarding other participants is to remain confidential.

### **DISCLAIMER**

EFL desires for all participants to be successful and will do its best to ensure appropriate programming for a wide range of developmental disabilities, it reserves the right to restrict a participant's enrolment under the following circumstances:

- concern for the safety of other participants, volunteers and staff
- frequently unable to follow program directions, therefore affecting the learning and fulfilment of others in the program

**CONSENT, AUTHORIZATION, WAIVER AND RELEASE**

**Please check the appropriate statement regarding the participant (must check one box):**

- The participant is a minor (under 18)
- The participant is an adult (18 and over)

**Please check the appropriate statement regarding guardianship/custody (must check one box):**

- We as parents/guardians are not legally separated or divorced. EFL accepts consents, waivers, permissions, direction from either parent/guardian.
- We as parents/guardians are separated or divorced, and I have sole custody. EFL accepts consents, waivers, permissions, direction from the sole custodial parent/guardian.
- We as parents/guardian are separated or divorced and have joint custody, EFL requires all consents, waivers, permissions and directions be signed by both custodial parents/guardians.
- We as parents/guardian are separated or divorced and have joint custody, We authorize EFL to have all consents, waivers, permissions & directions be signed by only one of the custodial parents/guardians.
- Participant is over 18 and the parents are not guardians. EFL accepts consents, waivers, permissions, direction from legally appointed attorney pursuant to valid power of attorney document or from the court appointed guardian (as applicable). If there is more than one attorney or guardian, all consents, waivers, permissions and direction must be received from all attorneys or guardians.
- Participant is over 18 and is legally his/her own guardian. EFL accepts consents, waivers, permissions, direction from the participant directly.

By signing below, you assure EFL that you are the parent(s) /legal guardian(s) of the above-mentioned participant having full legal responsibility for decisions regarding the above-named participant. You hereby confirm that you have completed this waiver truthfully, consent to all terms stated in this waiver, and agree to be bound by this legal agreement even if you have not read the agreement. This Waiver and release agreement and any rights, duties and obligations herein shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction

Parent/Guardian Full Name: \_\_\_\_\_

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

Parent/Guardian Full Name: (if applicable) \_\_\_\_\_

Parent/Guardian Signature: (if applicable) \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*“Providing individuals with special needs, the opportunity to achieve their goals, one step at a time”*

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