

WAIVER and RELEASE

Rotary Clubs of Nanaimo and Lantzville Trash Pickup Event Saturday, April 22, 2023

Please carefully review the following Waiver and Release. You must voluntarily agree to the terms and conditions below to participate in this Event.

1. I (referred to herein after as the "Participant") understand the inherent risks in walking or volunteering in an in-person or unsupervised Trash Pickup event (referred to hereinafter as the "Event") and assume all risks for personal safety.

2. I agree to obey all laws, by-laws, and community guidelines regarding gatherings, and if applicable, laws regarding public safety, food safety, social gathering limits infectious diseases, traffic signs, and lights.

3. I will cooperate fully with the Organizers (defined below), including modifying, changing, or stopping my participation if requested to do so. I will always exhibit appropriate behavior and conduct myself in a manner as not to endanger the safety of or negatively affect Event or any person/property.

4. I confirm that I am in proper physical and emotional condition to participate in this Event. I understand my activities may involve physical activity, contact with other persons/animals or other potential risk of bodily injury or property damage. I voluntarily assume full and complete responsibility for and the risk of any injury, including death, accident, or lost/stolen property. I am medically/physically able to participate and take full responsibility for consulting a physician. I consent to emergency medical care/transportation if injured, as medical professionals deem appropriate. This Waiver and Release extends to any liability arising out of or in any way connected to medical care/ transportation provided, including negligent emergency rescue operations.

5. In consideration of the acceptance my participation in the Event, I, for myself, my heirs, executors, administrators, successors, and assigns, waive, and release all claims, liabilities, actions, demands, expenses and attorneys' fees to which I may become entitled for injury or damage or other liability regardless of cause and release the Rotary Club of Nanaimo Daybreak, the local charity, organizing committee members (referred to collectively hereinafter (as the "Organizers") and all other organizers, sponsors, representatives, their agents and employees, and any other person or organization assisting in this Event from any claims for damages or injury suffered by me as a result of my participation in or travelling to or from this Event.

6. I give the Organizers the irrevocable, perpetual, and worldwide right to use, copy, publicly perform/display, distribute, broadcast, modify, translate, and create derivative works of, for any purpose and without compensation, any personal statements, photos, videos, audio, and other recordings of me made during my activities for the Event and any original material I create in connection with my activities on account of this Event.

7. Waiver and Release will be construed under the laws of the province or territory where Event is held. If any provision of this Waiver and Release is deemed unenforceable by law, Organizers may modify such provision to the extent needed to be deemed enforceable and all other provisions will remain in full force and effect.

8. This Waiver and Release may be accepted by manual signature and/ or digital signature and/ or transmission. The effectiveness of any such acceptance shall have the same force and effect as manually signed originals and shall be binding on all parties to this Waiver and Release.

9a. For Participants aged 18 years or older: I certify I am at least 18 years old. I understand I have given up substantial rights by accepting this Waiver and Release and have signed it freely and voluntarily without any inducement, assurance, or guarantee. I intend my acceptance to be a complete and unconditional release of liability to the greatest extent allowed by law.

9b. For Participants under the age of 18 years: In consideration of the Organizers accepting the participation of the below-named Participant in the Event, I, a parent/guardian of the Participant, agree to indemnify and save harmless the Organizers, their directors, officers, members, servants, agents, and employees from and against any and all claims, liabilities, actions, demands, expenses and attorneys' fees which might be made against any of them, arising out of or in consequence of the attendance or participation of by the Participant in the Event.

CONTACT (PRINT CLEARLY)

Name

Volunteer

Address

Participant

City

Province

Postal Code

Email

Phone

I accept the terms of my participation in the event:

Parent/Guardian information (if 17 and under):

Date

Parent/Guardian Name

Signature

Parent/Guardian Signature