



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

### ORANGEVILLE BAPTIST CHURCH (A Federal Corporation)

*NOTE: Each participant's parents or guardians MUST complete and sign this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement in order for the participant to be considered for participation any Shift activity. Please print, in pen, all information in blanks as required.*

#### Student Information

Name of student: \_\_\_\_\_ (the "participant")

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Age: \_\_\_\_ Birth Date: \_\_\_\_\_

Home Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_\_ Cellular Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Health Card #: \_\_\_\_\_

#### Parent Information

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

Cellular/Business Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_\_ Cellular/Business Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_\_

#### Allergies

This Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Release"), in effect for Shift activities, whether held onsite or offsite, between September 1, 2009 and August 31, 2010 inclusive, in favour of Orangeville Baptist Church, a federal non-share capital corporation organized and existing under the laws of Canada, its directors, officers, employees, volunteers, agents, successors and assigns (collectively "Orangeville Baptist Church").

Our child, the participant named above, wishes to participate in the activities run as a part of the Shift program. I/we, being the Parents/Guardians of the participant, for myself/ourselves grant the necessary permission to allow my/our child to participate in Shift activities as operated by Orangeville Baptist Church. I/we understand that the activities may include but are not limited to, traveling to and from event locations, consuming food and living in accommodations available and provided on retreats, etc, etc....

In consideration for permitting my/our child to be a participant, I/We, the Parents/Guardians, hereby agree on behalf of myself/ourselves, my/our next of kin, heirs, executors, administrators, successors and assigns, freely and voluntarily without duress to execute this RELEASE under the following terms:

1. **Assumption of Risk.** I/We, the Parents/Guardians, for myself/ourselves and on behalf of my/our child ACKNOWLEDGE, AGREE AND REPRESENT that I/we know and understand the risks that are associated with my/our child's participation in organized Shift activities.

I/We fully understand that by participating in Shift activities my/our child will be exposed to risks, including, but not limited to the risk of illness, physical or mental injury, disability, death and/or social and economic losses, the risks associated with travel to and from location(s), the risks associated with transportation provided by commercial, private and/or public motor vehicles or other modes of transportation, which are at this time either are not known to our child or us, or are not readily foreseeable.

NOTWITHSTANDING my/our acknowledgement of the above, I/We the Parents/Guardians, for myself/ourselves and/or on behalf of my/our child expressly and fully ACCEPT and ASSUME all such risks of injury, harm, death, losses, damages associated with my/our child's attendance and participation in Shift activities, and all responsibility for death, disability, injuries, illnesses, losses, costs and damages whatsoever that I/we and/or our child incurs as a result of our child's participation.

2. **Release and Waiver.** I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of my/our child, RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE AND HOLD HARMLESS, ORANGEVILLE BAPTIST CHURCH, OF AND FROM ALL liability, claims, judgment, losses (including, but not limited to, economic losses) and costs and expenses (including, but not limited to, lawyer's fees and costs), demands, damage costs, expenses, actions and causes of action, whether in law or equity, whether foreseen or unforeseen, in respect of death, disability, injury, illness, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of the my/our child's participation in Shift activities; whether prior to, during or subsequent to Shift activities, AND NOTWITHSTANDING that the same may have been contributed or occasioned by the negligence, breach of contract, breach of the Province of Ontario's *Occupiers Liability Act*, and any other breaches of statutory duties by any of the aforesaid releasees.
3. **Insurance.** I/we, the Parents/Guardians, understand that, except as otherwise agreed to by Orangeville Baptist Church in writing Orangeville Baptist Church does not carry or maintain health, medical, or disability insurance coverage for any Participant.
4. **Medical Treatment and Release.** I/We authorize Orangeville Baptist Church to grant permission for medical or dental treatment of my/our child during Shift activities in the event that I/we are unable to provide such consent. I/we the Parents/Guardians, for myself/ourselves and on behalf of my/our child hereby release and forever discharge Orangeville Baptist Church from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to my/our child in connection with an emergency during his/her time with Orangeville Baptist Church.
5. **Indemnity.** I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of my/our child FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY all of the aforesaid releasees from and against claims, demands, or actions that may be brought by me/us, my/our child or by any other persons on account of damages of any character resulting to me/us, my/our child, and/or third parties, in any way from my/our child's participation in Shift activities, and from and against losses from any and all liability or monetary losses incurred by any or all of the aforementioned releasees arising as a result of, or in any way connected with my/our child's participation in Shift activities.
6. **Appearance Release.** I/We the Parents/Guardians, understand that Orangeville Baptist Church produces promotional materials relating to its programs, and that as a participant at Orangeville Baptist Church, my/our child may be included in photographs, videotapes, media interviews, DVD, podcasts or videocasts taken during programs. Without reservations or limitations, I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of my/our child ALSO GRANT AND CONVEY UNTO Orangeville Baptist Church, the exclusive right to photograph and/or videotape my/our child and to use such photographs, videotapes, recordings, DVD's podcasts or videocasts as a part of this and any similar future events or in any media (including, but not limited to, print, video, photo or any other media forms), and in advertising and promoting Orangeville Baptist Church, its programs and any similar future events. I/We for myself/ourselves and/or on behalf of my/our child waive any and all right to inspect or approve the programs, copies or any related promotional materials.
7. **Rules of Personal Conduct.** I/we, the Parents/Guardians, on behalf of my/our child undertake that my/our child will not take part in any illegal activity or political activity which may expose Orangeville Baptist Church, or any volunteer in the Shift activities to local government sanction or physical danger. I/we, the Parents/Guardians, and on behalf of my/our child acknowledge that he/she understands and agrees that his/her participation in Shift events is subject to the above Rules of Conduct and that any breach of the same may lead to my/our child being removed from the activities and returned home. I/we, the Parents/Guardians, and on behalf of my/our child acknowledge that any costs including the cost of transportation to return my/our child home incurred by the early removal of my/our child from Shift activities is solely my/our responsibility.
8. **Other.** I/We the Parents/Guardians, for myself/ourselves and/or on behalf of my/our child expressly agree that this Release is intended to be as broad and inclusive as permitted by 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 and the laws of Canada applicable therein. I/We for myself/ourselves and on behalf of my/our child 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.

	<b>Initial</b>
I/We the Parents/Guardians hereby warrant that I/We have read this Release in its entirety and fully understand its contents.	
I/We the Parents/Guardians am/are aware that the Release releases from liability and contains an acknowledgement of my/our voluntary and knowing assumption of the risk of injury, illness, disability or death to my/our child.	
I/We the Parents/Guardians understand that I/we have given up substantial rights as well as substantial right of my/our child by signing this Release.	
I/We the Parents/Guardians understand that if I/we have any questions regarding this Release, I/we should consult a lawyer prior to executing this Release as I/we will be surrendering my/our rights and/or the rights belonging to my/our child, including those rights of our heirs and assigns to prosecute Orangeville Baptist Church.	
I/We the undersigned Parents/Guardian(s) of the participant execute the foregoing Release for myself/ourselves and on behalf of the participant named herein. I/We hereby bind myself/ourselves, the participant, and all our heirs and assigns to the terms of this Release. I/We represent that I/We have legal capacity and authority to act for and on behalf of the participant named herein, and I/We agree to indemnify and hold harmless Orangeville Baptist Church for any claims or liabilities assessed against them as a result of any insufficiency of my/our legal capacity or authority to act for and on behalf of the Volunteer in the execution of this Release.	

Student's Name	Student's Signature	Date Signed
Guardian's Name	Guardian's Signature	Date Signed
Witness' Name	Witness' Signature	Date Signed