Waiver

Accept the waiver below to continue


In consideration for allowing my child to participate in the Program, and by clicking on "I Agree", I, my personal representatives, assigns, heirs and next of kin, acknowledge, agree, warrant and covenant as follows:

1. ACKNOWLEDGE, AGREE and REPRESENT that I am the parent or legal guardian of a child who intends to participate in the Program, I UNDERSTAND the nature of the Program and the risks associated with participation in the Program, including the risk of injury, whether serious or not, and possibly death;

2. WARRANT that (i) my child is in good health and proper physical fitness to enable participation in the Program, including any ancillary activities associated with the Program, and that my child has my permission to participate in the Program, including online fundraising; (ii) if, at any time, I believe that any conditions or equipment used during the Program is unsafe, or that my child is incapable of continuing, or if my child is requested by any representative of the Released Parties (named below) or by any medical personnel to discontinue participation, my child will immediately discontinue further participation in the Program;

3. HEREBY ACCEPT and ASSUME ALL RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, AND/OR DAMAGES FOR ANY INJURY SUFFERED BY MY CHILD OR TO MY CHILD’S PROPERTY BY ANY MEANS AND HOWSOEVER CAUSED EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTIES NAMED BELOW, WHILE PARTICIPATING IN THE PROGRAM, WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE;

4. ACKNOWLEDGE and AGREE that the safety of my child REMAINS MY SOLE RESPONSIBILITY and that I have given my child safety warnings including not to solicit funds from strangers and not to solicit door to door without a parent or legal guardian;

5. ACKNOWLEDGE, AGREE and WARRANT that my child will use appropriate and proper safety equipment during the Program and only use equipment that is mechanically fit for its intended purpose and within approved Canadian Government standards;
6. HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SU
HSF, any municipality, sponsoring organization, or suppliers or their respective
administration, directors, agents, officers, officials volunteer, and employees, OR other
participants in, any sponsors or advertisers of, or, if applicable, any owners or lessors of
premises on which the Program or any of the activities related to the Program takes
place, (each considered one of the “RELEASED PARTIES” in this Agreement) FROM
ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY CHILD’S
ACCOUNT IN RELATION TO MY CHILD’S PARTICIPATION IN THE EVENT
WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE AND
WHETHER PRIOR TO, DURING OR SUBSEQUENT TO THE PROGRAM, WHICH IS
CAUSED OR ALLEGED TO BE CAUSED IN ANYWAY IN WHOLE OR IN PART, BY
THE RELEASED PARTIES, INCLUDING ANY NEGLIGENCE ON THE PART OF THE
RELEASED PARTIES OR OTHERWISE;

7. FURTHER AGREE that if, despite this RELEASE AND WAIVER AGREEMENT, I, my
child, or anyone on my behalf, make a claim against any of the Released Parties, WILL
INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES
from any litigation expenses, attorney fees, loss, liability, damage or cost which any of
the Released Parties may incur as a result of such claim;

8. ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF MY RIGHT TO OBTAIN
INDEPENDENT LEGAL ADVICE as I am GIVING UP IMPORTANT LEGAL RIGHTS as
a result of accepting the terms and conditions of this Release and Waiver Agreement in
exchange for my child’s participation in the Program. I FURTHER ACKNOWLEDGE that
by clicking ‘I Agree’ I have either obtained that legal advice or have WAIVED the right to
obtain such legal advice and proceed fully understanding that I am giving up the legal
right to sue, even in the event of negligence on the part of the Released Parties, and
any rights my heirs, assigns or beneficiaries may have to sue the Released Parties;

9. ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER
AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS,
UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING
THE TERMS OF THIS RELEASE AND WAIVER AGREEMENT, ACCEPTING IT
FREELY AND WITHOUT ANY INFLUENCE, INDUCEMENT OR ASSURANCE OF
ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL
RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW
AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE
INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE
AND EFFECT.

☐ * I agree.