



Location of Volunteer Activity: _____
 Group or Company Name (if applicable): _____

RELEASE WAIVER AND INDEMNITY

Instructions:

This form must be completed and submitted to Habitat for Humanity Toronto by new volunteers prior to starting any volunteer activity. If you are completing by hand, please print very clearly.

| | |
|-----------------------------|--|
| Please complete each line! | |
| Date (mm/dd/yyyy): | |
| First Name: | |
| Last Name: | |
| Title: | <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr. <input type="checkbox"/> Other: _____ |
| Date of Birth (mm/dd/yyyy): | |
| Address: | |
| City: | |
| Province: | |
| Postal Code: | |
| Home Phone: | |
| Work Phone: | |
| Email address: | |
| Name of Emergency Contact: | |
| Relationship: | |
| Cell Phone: | |
| Home Phone: | |
| Work Phone: | |

THIS RELEASE WAIVER AND INDEMNITY (the "Release") signed on _____(mm/dd/yyyy) by _____ is in favour of Habitat for Humanity Toronto Inc. ("Habitat Toronto"), an Ontario non-profit corporation, and all of its respective directors, officers, employees, contractors, members, agents and donors; all title house donors, all sponsors, all media partners, all contributors of services, food, beverages, shelter and transportation, and each of their respective directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents where such registered owner is a corporate entity; any owner/operator of any trade show or public event at which Habitat Toronto may be participating and the owner/operator's directors, officers, employees, contractors, members and agents; and all partner families.

I wish to participate in any of Habitat Toronto's program activities located at any of its office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event in which Habitat Toronto is participating. I understand that such activities may include lifting, climbing, use of tools and other physical activities.

In consideration of my desiring to participate in Habitat Toronto's program activities:

1. **WAIVER AND RELEASE:** I, my heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release and forever discharge and hold harmless Habitat Toronto and its respective directors, officers, employees, contractors, members, agents and donors; all title house donors, all sponsors, all media partners, all contributors of services, food, beverages, shelter and transportation, and each of their respective directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents where such registered owner is a corporate entity; any owner/operator of any trade show or public event at which Habitat Toronto may be participating and the owner/operator's directors, officers, employees, contractors, members and agents; and all partner families, from any claims, demands, damages both direct and indirect, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused arising or to arise by reason of my participation in or attendance at any of Habitat Toronto's office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event at which Habitat Toronto is participating.

2. **MEDICAL TREATMENT:** I, my heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive and forever discharge Habitat Toronto and its respective directors, officers, employees, contractors, members, agents; all title house donors, all sponsors, all media partners, all contributors of services, food, beverages, shelter and transportation, and each of their respective directors, officers, employees, contractors, members and agents; all registered owners of properties at which salvage operations are conducted and their directors, officers, employees, contractors, members and agents where such registered owner is a corporate entity; any owner/operator of any trade show or public event at which Habitat Toronto may be participating and its directors, officers, employees, contractors, members and agents; and all partner families from any claim, demands, damages both direct and indirect, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused arising or to arise on account of any first aid, treatment, or other medical service rendered in connection with my participation in or attendance at any of Habitat Toronto's office, ReStore, warehouse, salvage or build locations or at a location of any trade show or public event at which Habitat Toronto is participating. I understand that I am responsible for securing all appropriate medical insurance coverage. I acknowledge and accept that any such medical services as may be available may be performed by volunteers or outside agencies and that Habitat Toronto has no control or responsibility for the quality of any medical attention that may be provided.

3. **ASSUMPTION OF RISK:** I understand that volunteer work may include activities that may be hazardous and that Habitat Toronto's goods and equipment may be donated to Habitat Toronto and beyond the control of Habitat Toronto. As such, Habitat Toronto cannot and will not assume any liability for the condition of such goods and equipment or of the nature of the activity.

I understand that Habitat Toronto retains the right to limit or prohibit my participation in any activities of Habitat Toronto if Habitat Toronto determines that such participation will not be in the best interests of either it or me. I understand that I will be responsible for the payment of any expenses incurred as a result of application of this section.

4. **PHOTOGRAPHIC RELEASES:** I do hereby grant and convey to Habitat Toronto all rights, title and interest in any and all photographic images, whether electronic or otherwise, and in any video or audio recordings made by Habitat Toronto or its media partners. I further understand that Habitat Toronto may use, or authorize use of such images and recordings for broadcasting and in fundraising and other corporate materials and I consent to such use.

5. **OTHER:** I 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 be interpreted in accordance with the laws of the Province of Ontario. I 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 a clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.

6. **HABITAT FOR HUMANITY TORONTO PRIVACY OF INFORMATION STATEMENT:** We do not sell, trade, rent or in any way distribute your personal information. We use your information to keep you periodically informed of our activities including programs, funding needs, special events, and opportunities to volunteer or to donate. If you do not wish us to contact you, please notify us by email at info@torontohabitat.on.ca, by telephone, or by mail, with your full name and address. We will remove your name from our confidential list within 30 days of receipt. Otherwise by signing this Release you are consenting to the use of your personal information for the above-noted purposes. Our Privacy Policy can be viewed at www.torontohabitat.on.ca

IN WITNESS WHEREOF I have executed this Release as of the day and year first above written.

VOLUNTEER:

Volunteer Name **Printed**
or Parent/Guardian signs, if volunteer is under 18 years of age

Volunteer Name **Signed**

WITNESS:

Witness Name **Printed**

Witness Name **Signed**

Release, Waiver and Indemnity

Program: **Polar Bear Dip**

Location: **Sunnyside Park**

Program Day & Time: **January 1st, 2012**

Participants Name

Phone Number

Participants Address

Phone Number in case of emergency

Release, Waiver and Indemnity

I HEREBY ACKNOWLEDGE that I have been advised that there exists a risk of injury to my person and damages to goods in my possession as a result of my exercise of the permission granted to me in the above application to participate in the above event.

I HEREBY FULLY ACCEPT AND ASSUME SUCH RISK, and in consideration of the permission granted to me, I undertake to comply with all regulations and directions of such staff.

IN CONSIDERATION of the permission granted to me, I for myself, my heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the City of Toronto, staff, officials, servants, contractors, representatives, elected and appointed officials OF AND FROM ALL claims, demands, damages, costs, expenses actions, causes of action whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, resulting or alleged to result from my participation in the said event AND NOTWITHSTANDING that same may have been contributed to or occasioned by the negligence of any of the aforesaid.

I FURTHER HEREBY UNDERTAKE TO HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with my participation in the said event.

I WARRANT that I am physically fit to participate in the activities of the program.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE ABOVE RELEASE, WAIVER AND INDEMNITY.

Date

Print Name

Signature

(If under 18 years of age,
Parent or Guardian to sign below

Date

Print Name

Signature – Parent or Guardian

Date

Print Name

Signature - Witness

TORONTO PORT AUTHORITY

WAIVER OF CLAIMS

FOR GRANTING OF PERMISSION

KNOW ALL MEN BY THESE PRESENT

That the undersigned:

(name)

on behalf of:

n/a

in consideration for the Toronto Port Authority permitting me/us to:

participate in the 2012 polar bear dip

on or about (date):

January 1st, 2012

I/we undertake to comply with all regulations and requirements of the Toronto Port Authority and I/we hereby expressly agree to indemnify and hold harmless the Toronto Port Authority and Her Majesty in Right of Canada, their employees, directors, officers, servants or agents, all suits, actions, claims, costs or demands (including without limitation, suits, actions, claims, costs or demands for death, personal injury and property damage) arising or resulting directly or indirectly from the permitted act.

The undersigned hereby waives any and all claims which, but for this waiver, I/we may have, or may hereafter acquire, against the Toronto Port Authority arising out of the granting of permission above described.

Furthermore, in consideration for granting of such permission by the Toronto Port Authority, I /we agree to promptly pay any damages, costs or charges incurred.

IN WITNESS WHEREOF, this waiver has been duly executed at Toronto, Ontario, this **__1st** day of **January**, **2012**.

WITNESS:

SIGNED:

FAX BACK TO: 416-462-1612