

**Orillia Canada Day Inc.
Couchiching Beach Park**

PARTICIPANT WAIVER, RELEASE AND INDEMNITY

Name: _____

Organization: (If Applicable) _____

Street Address: _____

City: _____ Province: _____ Postal Code: _____

Phone Number: _____ Email: _____

1. I am aware that my participation in the Orillia Canada Day events, **including but not limited to being a Canada Day Volunteer, Food/Craft/Commercial/Non-for-profit Vendor, participating in the Wheely Great Parade, in the Orillia's Got Talent Contest, and in the Canada Day Parade** (the "events"), involves many inherent risks, dangers, and hazards, including but not limited to trip and fall injuries involving both Couchiching Beach Park permanent fixtures and equipment brought in for the purposes of the events, collisions between motor vehicles and/or pedestrians, exposure to extreme weather including heat and sun, assault or confrontation with other spectators, participants, or volunteers, animal bites or scratches, travelling to or from these events, the failure to act safely or within ones own ability or within designated areas, negligence of other participants, volunteers, attendants, or spectators, and negligence on the part of Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in these events. I am also aware that the risks, dangers, and hazards referred to above may be exacerbated by the consumption of alcohol by myself and/or other participants, volunteers, attendants, and spectators. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

2. In consideration of the permission to take part in the events offered by Orillia Canada Day Inc., I hereby release, waive and forever discharge Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in these events from all claims, demands, damages, costs, expenses, actions and causes of action, 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, whether as a spectator, participant, attendant, or volunteer, or travelling to or from, this event.

3. I further state that I am in proper physical and mental condition to participate in the events and am aware that participation could, in some circumstances, result in physical injury to myself or others.

4. I hereby undertake to hold and save harmless and agree to indemnify Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in these events from any and all liability incurred by any or all of them arising as a result, or in any way connected with my participation, whether as a spectator, participant, attendant, or volunteer.

5. By signing this form, I hereby give my consent to Orillia Canada Day Inc., that photographs and or digital images of me may be taken and used for advertisement, news releases, printed publication, posters, or on the Orillia Canada Day Inc. website. I agree that my name may be used in descriptive text in connection with the image(s). I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be the property of the Orillia Canada Day Inc.

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

Orillia Canada Day, P.O. Box 2133, Orillia, ON, L3V 6R9

Email: info@orilliacanadaday.ca

Website: www.orilliacanadaday.ca

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Couchiching Beach Park

PARTICIPANT WAIVER, RELEASE AND INDEMNITY

Dated at _____, this _____ day of _____, _____.
location day month year

Name of Participant (please print): _____

Signature of Participant : _____

If the participant is under the age of eighteen (18) a parent's signature is required.

In consideration of Orillia Canada Inc. accepting the within application, I, _____ (name of parent/guardian), parent/guardian of _____ (name of participant) agree to waive, release, and indemnify Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in the events from any claims or demands which might be made arising out of or in consequence of the participation, whether as a spectator, participant, attendant, or volunteer, by _____ (name of participant).

BY SIGNING THIS FORM, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE FULL TERMS OF THIS WAIVER, RELEASE AND INDEMNITY SET OUT IN PARAGRAPHS NUMBERED 1 TO 5, INCLUDING THE MANY INHERENT RISKS, DANGERS, AND HAZARDS SET OUT IN PARAGRAPH 1. I ALSO EXTEND THE CONSENT IDENTIFIED IN PARAGRAPH 5 TO ANY PHOTOGRAPHS OR DIGITAL IMAGES OF TAKEN OF MY CHILD, THE PARTICIPANT.

Name of Parent/Guardian (please print): _____

Signature of Parent/Guardian: _____