

# CELEBRATE ORILLIA INC.

## PARTICIPANT WAIVER, RELEASE AND INDEMNITY

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

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

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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## ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I acknowledge that I am voluntarily participating in activities associated with the **Orillia Canada Day celebrations organized by Celebrate Orillia Inc. (formerly Orillia Canada Day Inc.)**, including but not limited to:

- volunteering
- participating as a vendor (food, market or charitable)
- participating in the Wheely Great Parade
- participating in the Canada Day Parade
- attending as a participant, spectator, or helper

(all collectively referred to as the “**Events**”) held at **Couchiching Beach Park in the City of Orillia, Ontario.**

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### 1. ASSUMPTION OF RISK

I understand and acknowledge that participation in the Events involves **inherent risks, dangers, and hazards**, including but not limited to:

- slips, trips, and falls
- uneven ground or park infrastructure
- equipment used for event operations
- vehicle and pedestrian traffic
- crowd movement
- weather conditions including heat, sun exposure, or storms
- confrontation or misconduct by other participants or members of the public animal interactions
- travel to or from the Events
- negligence of other participants, volunteers, or spectators

I further acknowledge that risks may be increased where alcohol is present.

I **freely and voluntarily accept and fully assume all risks**, including the risk of **personal injury, illness, death, property damage, or loss**, whether caused by negligence or otherwise.

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## 2. RELEASE OF LIABILITY

In consideration of being permitted to participate in the Events, I hereby release, waive and forever discharge Celebrate Orillia Inc., its officers, directors, employees, volunteers, agents, contractors, sponsors, partners, the City of Orillia, and any other organizations or persons associated with the Events (collectively referred to as the "Releasees") from any and all liability, claims, demands, damages, costs, or expenses arising out of or related to my participation in the Events, including any claims arising from the negligence of the Releasees, to the fullest extent permitted by the laws of the Province of Ontario.

## 3. PARTICIPANT FITNESS

I confirm that I am **physically and mentally capable of participating** in the Events and that I will conduct myself responsibly and follow all safety instructions provided by event organizers.

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## 4. INDEMNIFICATION

I agree to **indemnify and hold harmless the Releasees** from any claims, demands, damages, liabilities, costs, or expenses arising out of or related to my participation in the Events.

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## 5. PHOTOGRAPHY AND MEDIA CONSENT

I grant permission to **Celebrate Orillia Inc.** to photograph, record, or otherwise capture my image during the Events.

I agree that these images may be used for:

- promotional materials
- news releases
- printed publications
- posters
- social media
- the organization's website

I acknowledge that I will receive **no compensation** for such use and that all images become the property of **Celebrate Orillia Inc.**

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**6. GOVERNING LAW**

This agreement shall be governed by and interpreted in accordance with the **laws of the Province of Ontario and the laws of Canada applicable therein.**

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**7. SEVERABILITY**

If any portion of this waiver is found to be invalid or unenforceable, the remaining provisions shall **remain in full force and effect.**

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**ACKNOWLEDGEMENT**

By signing this document, I acknowledge that:

- I have read and understand this waiver
  - I understand that I am giving up certain legal rights
  - I voluntarily agree to the terms of this waiver
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Dated at \_\_\_\_\_, in the Province of Ontario

this \_\_\_\_\_ day of \_\_\_\_\_, **2026**

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Participant Name (Print): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

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**FOR PARTICIPANTS UNDER 18 YEARS OF AGE**

If the participant is under **18 years of age**, a parent or legal guardian must sign below.

I am the parent/legal guardian of the participant named above and consent to their participation in the Events. I agree to the terms of this waiver on their behalf and agree to **indemnify and hold harmless the Releasees** from any claims arising from the minor’s participation.

Parent/Guardian Name (Print): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

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Celebrate Orillia Inc.  
30 Andrea Crescent  
Orillia, ON L3V 6W5