

**Release of Liability, Waiver-of Claims,
Assumption of Risks & Indemnity Agreement**

Vaughan Santafest Parade – Nov 30, 2025.

Read carefully. By signing this document, you will waive certain legal rights, including the right to sue.

Name: _____

Address: _____

City / Province: _____

Postal Code: _____

Home Tel. No: _____

Bus. No: _____

Cell No: _____

Email: _____

Birth Date (mm/dd/yyyy) _____ Age: _____

Sex: ☐ Male ☐ Female ☐ Other

The Corporation of the City of Vaughan, and its respective elected officials, directors, officers, employees, agents, volunteers, independent contractors, sub-contractors, representatives, successors and assigns (hereinafter collectively referred to as the “Releasees”):

I, _____ freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation and/or the participation of any minor participants under my care/supervision in the Vaughan Santafest Parade – Nov 30, 2025.

Without limiting the generality of the foregoing, the Participant(s) hereby agree(s) to waive any and all claims against the Releasees with respect to any injuries sustained in participating in the Vaughan Santafest Parade – Nov 30, 2025.

Release of Liability, Waiver of Claims & Indemnity Agreement

In consideration of the Releasees permitting me/us to participate in the Vaughan Santafest Parade – Nov 30, 2025, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that any minor participants under

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my care/supervision may suffer as a result of my participation in the Vaughan Santafest Parade – Nov 30, 2025 DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.O. 1990, c. O.2, AS AMENDED, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF my participation or the participation of any minor participants under my care/supervision in the Vaughan Santafest Parade – Nov 30, 2025.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation and/or the participation of any minor participants under my care/supervision in the Vaughan Santafest Parade – Nov 30, 2025.

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

4. I and on behalf of any minor participants under my care/supervision freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, paralysis or death resulting therefrom.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Vaughan Santafest Parade – Nov 30, 2025, other than what is set forth in this Agreement. I am aware that by participating in this event, neither I nor any minor participants under my care/supervision will be provided with any disability, accident or medical insurance or compensation. I further understand that neither I nor any minor participants under my care/supervision are covered by the Workplace Safety & Insurance Act, 1997, S.O. 1997c. 16, Schedule A, as amended, should I or any minor participants under my care/supervision become injured while a participant. If I or any minor participants under my care/supervision have a medical/psychological condition, are pregnant, or have any other condition that may affect participation, I confirm that I/we have obtained clearance from a doctor or treating practitioner for myself and any such minor participant under my care/supervision to participate in this event. **Initial:**_____

I confirm that I have read and understood this Agreement prior to signing it, and I am aware that by signing this Agreement I and any minor participants under my care/supervision am/are waiving certain legal rights which I/we or my/our heirs, next of

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kin, executors, administrators, assigns, representatives may have against the Releasees notwithstanding that the same may have been occasioned or contributed to by the Releasees negligence.

Personal information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001 c.25, as amended. It will be used to process your application form and establish the suitability for volunteer placement. Questions about this collection should be directed to the Director of Recreation Services, City of Vaughan, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1, 905-832-8585 ext. 8028.

I hereby irrevocably consent and authorize the Corporation of the City of Vaughan, its employees, elected and appointed officials, officers, servants, and agents, and their successors and assigns, ("City of Vaughan") to take photographs/videos/audio recordings of me or of any such minor under my care/supervision on the date set out below. The Images may be used by the City of Vaughan for editorial, promotional or any other purposes deemed to be suitable by the City of Vaughan in its sole discretion.

If the Images include a child or children, please list names below.

I irrevocably consent and authorize the City of Vaughan to use such Images of me or of any such minor under my care/supervision by any means whatsoever including, but not limited to, publishing in print and online, advertising, social media, electronic and other digital means ("Publication").

I confirm that I have consulted with all persons that have any custodial/legal guardianship rights whatsoever with respect to any minor participant under my care/supervision, including, but not limited to, my spouse, the child's/children's biological parent, relative etc., and they have authorized me to sign this Photograph/Video Consent and Release on their behalf.

I understand that this includes, but is not limited to, publishing the Images in materials distributed by the City of Vaughan and displaying the Images within City of Vaughan facilities. I understand that the City of Vaughan has the sole discretion to use the Images, in whole or in part, for Publication or not and that the City of Vaughan has the right to retain an electronic or other copy of the Images for an unlimited period of time.

I irrevocably grant to the City of Vaughan a perpetual, worldwide, royalty-free, exclusive and unlimited license to use the Images. I represent and warrant that I have the authority to grant this license.

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I acknowledge:

that there will be no financial compensation for the use of the Images and I agree that this Consent, Release and Licence is given in perpetuity and for no further consideration, credit acknowledgement or financial recompense, now or in the future.

that the City of Vaughan may not be able to control the distribution or use of the Images by other than City of Vaughan representatives.

I hereby release, waive, discharge and hold harmless the City of Vaughan and its successors and assigns from any and all liability, claims, actions, debts, damages, injuries or losses including third party claims, actions, damages, that may arise or be incurred as a result of the taking, use, modification, publication or distribution of the Images, including but not limited to, claims of defamation, invasion of privacy or copyright infringement or any misuse or alterations to the Images and derivatives works created by or not created by the City of Vaughan that may occur.

Signed this _____ Day of _____ 20_____.

*Signature of Parent/Guardian _____

(*For Participants under 18 years of age)

Print Name: _____

I confirm that I have consulted with all persons that have any custodial/legal guardianship rights what-soever with respect to any minor participant under my care/supervision, including, but not limited to, my spouse, the child's/children's biological parent, relative etc., and they have authorized me to sign this Release of Liability, Waiver-of Claims, Assumption of Risks & Indemnity Agreement, and Photograph/Video Consent and Release on their behalf.

Signature of Participant: _____

Print Name: _____

Signature of Witness: _____

Print Name: _____

[illegible]