

## WWF'S CN TOWER CLIMB FOR NATURE RELEASE AND INDEMNITY AGREEMENT

### PLEASE READ CAREFULLY BEFORE SIGNING

TO: WWF-Canada, World Wildlife Fund International, Red Sky Consulting Ltd, Maximum Arrest Force Inc., Canada Lands Company CLC Limited, City of Toronto, Oxford Properties and Metropolitan Toronto Convention Centre Corporation, (collectively the "Organizers") and their affiliates, individually, and as a whole, together with their officers, directors, employees, servants, agents, affiliates, suppliers, successors and assigns, volunteers, sponsors, donors, and funders (collectively the "Representatives")

I wish, or I on behalf of a minor child as their Parent or Legal Guardian who wishes, to participate in the 2023 WWF CN Tower Climb for Nature (the "Event") on Saturday, April 15th or Sunday, April 16th, 2023, benefiting WWF's conservation efforts and agree to abide by all rules, regulations, event instructions and the directions of Event officials, as well as applicable municipal, provincial, and federal laws and regulations.

In return for being permitted to participate in the Event, and with the intention to be legally bound, I hereby agree, on behalf of myself or on behalf of the minor child for whom I am their Parent or Legal Guardian:

- 1. TO VOLUNTARILY ASSUME THE RISKS OF PARTICIPATING IN THE EVENT.** I understand that the Event involves physical activity and climbing the stairs of the CN Tower. I understand that the risks of participation include exertion-related health problems, impact against a hard surface due to slips or falls, or collisions with other participants and other incidents that could cause loss to property, personal injury or death, and related losses. If I have concerns with respect to my health or medical condition, or the health or medical condition of the minor child, I understand that it is advisable to consult a physician prior to participating in the Event. I certify that I am, or the minor child is, physically capable of participating in the Event and that I am, or the minor child is, solely responsible for my/their personal health and safety, and all personal property at the Event.
- 2. By signing this Release and Indemnity, I unconditionally RELEASE AND FOREVER DISCHARGE the Organizers and Representatives FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, DAMAGES AND LIABILITIES WHATSOEVER** (collectively the "Claims") **FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS TO PROPERTY AND ANY AND ALL OTHER LOSS OR INJURY**, including, without limitation, economic loss or consequential damages (collectively "Damages") that may result, directly or indirectly, from my or the minor child's participation in the Event, activities related to and/or activities in preparation for the Event, my or the minor child's

entering into the Metro Toronto Convention Centre and my or the minor child's entering into the CN Tower or upon its surrounding lands and premises. This release applies regardless of whether the Damages are occasioned, wholly or in part, by any act or omission of one or more of the Organizers or Representatives, whether negligent or grossly negligent or otherwise.

3. I also agree that I, or the minor child for whom I am the Parent or Legal Guardian, will make no demand or claim against any other person who could claim against one or more of the Organizers and Representatives for the matters this Release and Indemnity covers. **I AGREE TO INDEMNIFY AND SAVE HARMLESS the Organizers and Representatives from Claims for any and all Damages** suffered by me, for the minor child for whom I am the Parent or Legal Guardian participating in the Event, and/or by any other persons arising from participation in the Event, my entering into the Metro Toronto Convention Centre and entering into the CN Tower or upon its surrounding lands and premises, whether the Damages are occasioned, wholly or in part, by any act or omission of one or more of the Organizers or Representatives, whether negligent or grossly negligent or otherwise.

**Covid-19 consent:** If requested, by a Representative, all activities carried out during the 2023 WWF CN Tower Climb for Nature, shall adhere to all federal, provincial, territorial and municipal guidelines and emergency measures to contain the spread of COVID-19 which apply to the Event or the Organizers performance of its obligations under this Agreement, including the Government of Canada travel, safety and security requirements found at <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>.

**Consent to medical treatment:** In the event of my injury or illness, or the injury or illness of the minor child for whom I am the Parent or Legal Guardian, during my or their participation in the Event, if I am unable to do so myself, I hereby authorize WWF-Canada in its reasonable judgment, at my expense, to secure any necessary treatment. I hereby release and forever discharge the Organizers and the Representatives from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my or the minor child's participation in the Event.

**Photo, video, audio, film, interview, climb time results release:** I give WWF-Canada as well as Canada Lands Company CLC Limited permission to take and publish photographs, videotapes, audiotapes, films and interviews and climb time results of me and/or the child named below (the "Images") for current and future use in WWF-Canada or Canada Lands Company CLC Limited materials, including marketing and promotional materials and their official website, without compensation to me. I also understand that external media organizations may attend the Event and hereby give permission for the publication and/or broadcast on-line, on television and/or radio of the Images.

**Donations non-refundable:** I understand that all donations processed by WWF-Canada are non-refundable and non-transferable, even if I or the minor child for whom I am the Parent or Legal Guardian, do(es) not participate in the Event for any reason.

**Applicable laws and jurisdiction:** This Release and Indemnity is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Should any portion of this Release and Indemnity be held to be invalid by any court of competent jurisdiction for any reason, such portion will be severable from the remaining provisions herein and will not otherwise affect the remaining provisions of this Release and Indemnity which will continue to be enforceable.

I have read (or have had read to me) this Release and Indemnity. I fully understand its terms and agree with them. I understand and agree that this Release and Indemnity shall bind my heirs, assigns, administrators, executors, legal representatives, next-of-kin, and anyone else who may make a claim for me or on my behalf or those of the minor child for whom I am the Parent or Legal Guardian. **I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND CONFIRM THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, OR ASSURANCE OR GUARANTEE BEING MADE TO ME.**

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\* Is this form being completed by a Parent or Legal Guardian of a Minor Child?  yes  no

If yes is selected above, enter the name of the Parent or Legal Guardian of a Minor Child:

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If yes is selected above, enter the email of the Parent or Legal Guardian of a Minor Child:

\_\_\_\_\_

\* I HAVE READ THIS LIABILITY AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND CONFIRM THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, OR ASSURANCE OR GUARANTEE BEING MADE TO ME.

I am the Participant. I am 18 years of age or older and accept the terms of this Release and Indemnity.

I am the Parent or Legal Guardian of the Minor Child Participant. I accept the terms of this Release and Indemnity on behalf of the Minor Child.

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

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