

# FRIENDS OF MACGREGOR POINT PARK RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

## Huron Fringe Birding Festival (The Event) May 26 — June 4, 2023

The Friends of MacGregor Point Park (the Friends) want to make your experience at activities and events presented by the Friends at MacGregor Point Provincial Park safe and enjoyable. To ensure your safety during the event, the Friends require that you read the Event *Be Safe* document. Event coordinators must also review the *Huron Fringe Birding Festival Event Coordinator Guide*. Each person who attends must read and sign this waiver and release of liability agreement (Release) confirming that you agree to the following terms and conditions:

1. I hereby acknowledge that I have voluntarily applied to participate in the Event and that there are risks associated with the Event which may be known or unknown, including, but not limited to, hazardous conditions such as inclement weather, uneven or slippery terrain, poisonous plants, roads, trails and pathways that are not regularly patrolled or inspected, vehicular accidents while traveling in the Park and to field trip destinations. I understand that as a result of the known and unknown risks associated with the Event, I may experience damage to my property, physical injuries, bodily harm, illness or death.
2. In consideration of my being permitted to participate in the Event and by signing below, I agree:
  - a. To accept all risks associated with the Event, both known and unknown;
  - b. To take full responsibility for my own actions, safety and welfare;
  - c. To conduct myself in a manner that will not endanger me or other participants and
  - d. To follow all Covid-19 related health and safety protocols that are in effect during the Event.
3. I, on behalf of myself, my heirs, next of kin, executors, legal representatives, successors and assigns, hereby release, discharge and hold harmless the Friends of MacGregor Point Park, its officers, directors, leaders, employees and volunteers from any and all losses, rights and claims for injury, loss, expenses or damage resulting from my participation in the Event or traveling to or from the Event and any other associated events or activities. I intend this Release to apply to all claims, regardless of whether founded in whole or in part on any negligent act or omission of any released party. I intend this Release to be as broad and inclusive as is permitted by the laws of the Province of Ontario, and if any portion of this Release is held invalid, I agree that the balance shall continue in full force and effect.
4. I confirm that I have read and understand the Event *Be Safe* document provided by the Friends.
5. I confirm that I am in proper physical condition for participation in the Event and that if my physical condition changes so that it is not safe for me to participate or that I may put others at risk, I will cease participation.
6. As an Event Coordinator for the Event, which may involve my being a guide for participants of the Event, I acknowledge having received and read the *Huron Fringe Birding Festival Event Coordinator Guide*. I understand my responsibilities as an Event Coordinator related to those whom I may be a guide for and related to myself as a volunteer for the Event.
7. I acknowledge that photographs or video recordings (Photos) of participants may be taken during the Event and I hereby give the Friends, its assigns, licensees and legal representatives the irrevocable right to use my name or any Photos taken of me in perpetuity for purposes of marketing, promotion and publicity in newsletters, newspapers, magazines, press releases, brochures, grant proposals, websites, electronic publications and other written or electronic materials without notice or compensation to me.  
**Initial Photo consent here** \_\_\_\_\_

**I confirm that I have read and understood this Agreement prior to signing it and agree to its terms.**

Print Name \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date (Month/Day/Year) \_\_\_\_\_

**Parent or Guardian** Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
(If participant under 18 years of age)

**Witness** Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**Emergency Contact** Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Relationship \_\_\_\_\_