

**CN TOWER CLIMB PARTICIPANT
RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNIFICATION**

IMPORTANT! Climbers between ages 17 to 13 years old must have a parent or legal guardian sign this document prior to climbing. Climbers must be 13 (thirteen) years of age on event day and must be at least 42 inches tall (or 3½ feet) and accompanied by an adult during their climb.

The United Way of Greater Toronto (the “**United Way**”) has organized and will run The CN Tower Climb for United Way (the “**Event**”) on Saturday, October 21, 2023 and Sunday, October 22, 2023. The Event involves participants climbing the stairs (approximately 1,776) of the CN Tower. I know that the Event involves physical activity and I voluntarily assume the risk of participating in the Event. In return for my being permitted to participate in the Event, I agree to the terms of this release and waiver of liability (the “**Release**”). I, the undersigned, being an adult aged 18 years of older (and, if applicable, the partner or legal guardian of a minor child), agree to this Release of Liability, Waiver of Claims & Indemnification (“**Release, Waiver, & Indemnity**”) on behalf of myself, my heirs, executors, administrators, successors, and assigns (the “**Releasers**”).

According to the terms below, the Releasers release all of the following parties, which together are referred to as the “**Released Parties**”:

- a) United Way, its affiliates, and their respective officers, employees, agents, directors, members, volunteers, insurers, Board of Trustees, representatives, successors, and assigns;
- b) United Way’s agents, sponsors, and organizers for this Event including CN Tower, Metro Toronto Convention Centre, City of Toronto, Toronto Police Services, Canada Lands Company (CLC) Limited and their officers, employees, servants, directors, agents, property managers, lessees, invitees, licensees, consultants, contractors, subcontractors, members, shareholders, volunteers, and insurers; and
- c) any other person or organization assisting in the Event.

I unconditionally **remise, release, waive and forever discharge** the Released Parties and each of them from and against any and all losses, actions, damages, costs, liabilities, expenses, demands, claims (including any subrogated claims by insurers, howsoever caused), suits, judgments, investigations and legal expenses (on a solicitor and own client basis) (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 I or the child or any member of our families may suffer or incur arising howsoever from or out of my or the child’s participation in this Event and/or entrance into the CN Tower or upon its surrounding lands and premises, whether occasioned, wholly or in part, by any act or omission, whether negligent or otherwise, including, without limitation, gross negligence, on the part of any one or more of the Released Parties; and

I shall **indemnify, defend and save harmless**, and pay or reimburse (including costs, damages and reasonable lawyers fees) the Released Parties and each of them from and against any and all Claims for any and all Damages suffered by me, the child and/or any other person or persons arising howsoever from or out of my or the child’s participation in this Event and/or entrance into the CN Tower or upon its surrounding lands and premises, whether occasioned, wholly or in part, by any act or omission whether negligent or otherwise, including, without limitation, gross negligence, on the part of any one or more of the Released Parties.

I understand that the party receiving this Release, Waiver, & Indemnity receives it on behalf of every Released Party and that the United Way’s permission for me or (if applicable) my child to participate in the Event is given by each Released Party in return for this Release, Waiver, & Indemnity.

I acknowledge and agree that this Release, Waiver, & Indemnity shall be binding on me and my family members, heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Released Parties and their respective heirs, executors, administrators, successors and assigns.

I agree and acknowledge that the Event is a strenuous activity, which involves risks and dangers that may cause serious personal or fatal injury. I confirm that I and (if applicable) the child do not have any heart or lung conditions or any significant medical condition that requires prescription medication or that would preclude me or (if applicable) the child from participating in the Event. I further confirm that I and (if applicable) the child are physically fit and able to participate in the Event.

I agree that any litigation between me, (if applicable) the child or members of our families, on the one hand, and any Released Parties or Representatives, on the other, will be within the exclusive jurisdiction of courts of the Province of Ontario and that the laws of Ontario apply to this Release, Waiver, & Indemnity.

Photo, video, audio, film, interview, climb time release:

I give the United Way permission to take and publish photographs, videotapes, audiotapes, films, interviews, and climb time results of me and / or the child / children named below ("Materials") for current and future use by United Way, including marketing and promotional purposes, the United Way's and Chip Time Results' official websites. The Materials will belong only to the United Way. Only United Way and persons it has authorized may reproduce the Materials without compensating me, the child / children named below, or any of the other Releasers.

PARTICIPANT AGED 13 to 17 YEARS OLD

Name (Participant): _____ **Age:** _____

Name: (Parent or Legal Guardian): _____

Email (Parent or Legal Guardian): _____

Telephone (Parent or Legal Guardian): _____

Address: _____

Signature (Participant): _____ **Date:** _____

Signature (Parent or Legal Guardian): _____ **Date:** _____

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE, WAIVER & INDEMNITY.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I AM NOT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL WHILE SIGNING THIS RELEASE, WAIVER & INDEMNITY, AND THAT I HAVE READ (OR HAVE HAD READ TO ME) THIS RELEASE, WAIVER & INDEMNITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT, BY SIGNING THIS RELEASE, WAIVER & INDEMNITY, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR OTHERS MAY HAVE AGAINST THE ENTITIES OR THE REPRESENTATIVES, AND I AGREE TO BE BOUND BY THIS RELEASE, WAIVER & INDEMNITY AND ITS TERMS AND OBLIGATIONS.