



## Camp Quality Canada

### 2010 CAMPER RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

***NB.** Each Camper's parents or guardians MUST complete and sign this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement in order to be considered for participation in Camp 2010. Please print all information in blanks as required.*

**WARNING: BY SIGNING THIS FORM YOU ARE GIVING UP IMPORTANT  
LEGAL RIGHTS INCLUDING THE CAMPER'S RIGHTS TO SUE  
PLEASE READ CAREFULLY**

This Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Release") executed by \_\_\_\_\_ (name) and \_\_\_\_\_ (name) being the Parent(s)/Guardian(s) of \_\_\_\_\_ ("Camper"), and in effect for Camp 2010 scheduled to be held over the period \_\_\_\_\_, 2010, and in effect for year round support programs, in favour of Camp Quality Canada, a provincial non-share capital corporation organized and existing under the laws of Ontario, its directors, officers, employees, volunteers, agents, successors and assigns (collectively "Camp Quality Canada").

The Camper wishes to attend Camp 2010 at Camp Quality Canada at \_\_\_\_\_ (location) and to participate in Camp Quality Canada year round support programs. I/we, the Parents/Guardians of the Camper, for myself/ourselves and on behalf of the Camper grant the necessary permission to allow the Camper to participate in Camp 2010 activities, Camp Quality Canada year round support programs, and to be transported to and from Camp Quality Canada designated activities.

In consideration for permitting the Camper to attend, and participate in Camp 2010 activities, to participate in Camp Quality Canada year round support program, and be transported to and from Camp Quality Canada designated activities, I/We, the Parents/Guardians, hereby agree on behalf of myself/ourselves, my/our next of kin, heirs, executors, administrators, successors and assigns, freely and voluntarily without duress to execute this RELEASE under the following terms:

1. **Assumption of Risk.** I/We, the Parents/Guardians, for myself/ourselves and on behalf of the Camper ACKNOWLEDGE, AGREE AND REPRESENT that I/we know and understand the risks that are associated with the Camper's participation in organized events such as Camp 2010 and Camp Quality Canada year-round support programs, the dangers and hazards associated with transporting the Camper to and from various destinations, that the Camper may incur or sustain illness, injury disability or death, that the Camper may become ill either during Camp 2010, while participating in Camp Quality Canada year-round support programs, or while traveling to and from Camp Quality Canada activities, whether or not Camp 2010 actually occurs.

I/We fully understand that participation in Camp 2010, Camp Quality Canada year-round support programs and being transported to and from Camp Quality Canada designated activities may impose risks, including, but not limited to risk of illness, physical or mental injury, disability, death and/or social and economic losses, the risks associated with travel to and from location(s) where camp activities are held, the risks associated with transportation provided by commercial, private and/or public motor vehicles or other modes of transportation, which are at this time either are not known to the Camper or Parent/Guardian, or are not readily foreseeable. Moreover, I/We fully understand that Camp Quality Canada may not always have the necessary medical staff, medical equipment and/or facilities available to assist the Camper at all times.

NOTWITHSTANDING my/our acknowledgement of the above, I/We the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper expressly and fully ACCEPT and ASSUME all such risks of injury, harm, death, losses, damages associated with the Camper's attendance and participation at Camp 2010, Camp Quality Canada year-round support programs, and being transported to and from Camp Quality Canada designated activities, and all responsibility for death, disability, injuries, illnesses, losses, costs and damages I/we and/or the Camper incurs as a result of the Camper's participation in Camp 2010 and Camp Quality Canada year-round support programs.

2. **Release and Waiver.** I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper, RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE AND HOLD HARMLESS, CAMP QUALITY CANADA, OF AND FROM ALL liability, claims, judgment, losses (including, but not limited to, economic losses) and costs and expenses (including, but not limited to, lawyer's fees and costs), demands, damage costs, expenses, actions and causes of action, whether in law or equity, whether foreseen or unforeseen, in respect of death, disability, injury, illness, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of the Camper's participation in Camp 2010; whether prior to, during or subsequent to Camp 2010, the Camper's participation on Camp Quality Canada year-round support programs, or while traveling to and from Camp Quality Canada activities, whether or not Camp 2010 actually occurs, AND NOTWITHSTANDING that the same may have been contributed or occasioned by the negligence, breach of contract, breach of the *Occupiers Liability Act* in the Province in which the Camp 2010 is located, and any other breaches of statutory duties by any of the aforesaid Releasees.
3. **Insurance.** I/we, the Parents/Guardians, understand that, except as otherwise agreed to by Camp Quality Canada in writing, Camp Quality Canada does not carry or maintain health, medical, or disability insurance coverage for any Camper.
4. **Medical Treatment.** Except as otherwise agreed to by Camp Quality Canada in writing, I/we the Parents/Guardians, for myself/ourselves and on behalf of the Camper hereby release and forever discharge Camp Quality Canada from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to the Camper in connection with an emergency during his/her time with Camp Quality Canada.
5. **Indemnity.** I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY all of the aforesaid releasees from and against claims, demands, or actions that may be brought by me/us/the Camper or by any other persons on account of damages of any character resulting to me/us/the Camper in any way from the

Camper's participation in Camp 2010 and Camp Quality Canada year-round support programs, and from and against losses from any and all liability or monetary losses incurred by any or all of them arising as a result of, or in any way connected with the Camper's participation in Camp 2010 and Camp Quality Canada year-round support programs.

6. **Appearance Release.** I/We the Parents/Guardians, understand that Camp Quality Canada produces promotional materials relating to its programs, and that as a participant at Camp 2010 and Camp Quality Canada year-round support programs, the Camper may be included in photographs, videotapes, media interviews, DVD, podcasts or videocasts taken during Camp 2010 and Camp Quality Canada year-round support programs. Without reservations or limitations, I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper ALSO GRANT AND CONVEY UNTO CAMP QUALITY, the exclusive right to photograph and/or videotape the Camper, and to use such photographs, videotapes, recordings, DVD's podcasts or videocasts as a part of this and any similar future events or in any media (including, but not limited to, print, video, photo or any other media forms), and in advertising and promoting Camp Quality Canada, its Camps and any similar future events. I/We for myself/ourselves and/or on behalf of the Camper waive any and all right to inspect or approve the programs, copies or any related promotional materials.
  
7. **Photographic Release.** I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper ALSO GRANT AND CONVEY UNTO Camp Quality Canada all rights, title, and interest in any and all photographic images and video or audio recordings made by Camp Quality Canada during the Camper's involvement with Camp 2010 and Camp Quality Canada year-round support programs, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I/We, the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper also waive any and all rights, including moral rights that I/We and the Camper have in the photographic images and video or audio recordings made by Camp Quality Canada, its assignees and licensees. I/We understand and agree that Camp Quality Canada may use, modify and/or publish the photographic images and video or audio recordings or portions thereof in any manner it considers appropriate.
  
8. **Other.** I/We the Parents/Guardians, for myself/ourselves and/or on behalf of the Camper expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province in which the Camp is located, and that this Release shall be governed by and interpreted in accordance with the laws of the Province in which the Camp is located and the laws of Canada applicable therein. I/We for myself/ourselves and/or on behalf of the Camper agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**Initial**

I/We the Parents/Guardians hereby warrant that I/We have read this Release in its entirety and fully understand its contents.	
I/We the Parents/Guardians am/are aware that the Release releases from liability and contains an acknowledgement of my/our voluntary and knowing assumption of the risk of injury, illness, disability or death to the Camper	

I/We the Parents/Guardians understand that I/we have given up substantial rights as well as substantial right of the Camper by signing this Release.	
I/We the Parents/Guardians acknowledge that nothing in this Release constitutes a guarantee that Camp 2010 and/or Camp Quality Canada year round support programs will occur.	
I/We the Parents/Guardians understand that if I/we have any questions regarding this Release, I/we should consult a lawyer prior to executing this Release as I/we will be surrendering my/our rights and/or the rights belonging to the Camper, including those rights of our heirs and assigns to prosecute Camp Quality Canada.	

\_\_\_\_\_  
 Camper's Name                      Camper's Signature                      Date Signed  
*(if Camper is over 16 years of age)*

\_\_\_\_\_  
 Parent/Guardian's Name                      Parent/Guardian's Signature                      Date Signed  
*(if Camper is under 18 years of age)*

\_\_\_\_\_  
 Parent/Guardian's Name                      Parent/Guardian's Signature                      Date Signed  
*(if Camper is under 18 years of age)*

\_\_\_\_\_  
 Witness' Name                      Witness' Signature                      Date Witnessed

**If Camper is under 18 years of age his/her Parent/Guardian must execute, in addition to the foregoing Release, the following, for and on behalf of the Camper.**

I/We        the        undersigned        Parents/Guardian(s)        of        the        Camper  
 \_\_\_\_\_ *(name)* execute the foregoing Release for and on behalf  
 of the Camper named herein. I/We hereby bind myself/ourselves, the Camper, and all our heirs  
 and assigns to the terms of this Release. I/We represent that I/We have legal capacity and  
 authority to act for and on behalf of the Camper named herein, and I/We agree to indemnify and  
 hold harmless Camp Quality Canada for any claims or liabilities assessed against them as a result  
 of any insufficiency of my/our legal capacity or authority to act for and on behalf of the Camper  
 in the execution of this Release.

\_\_\_\_\_  
 Parent/Guardian's Name                      Parent/Guardian's Signature                      Date Signed

\_\_\_\_\_  
 Parent/Guardian's Name                      Parent/Guardian's Signature                      Date Signed

\_\_\_\_\_  
 Witness' Name                      Witness' Signature                      Date Witnessed

(Please initial) \_\_\_\_\_