

IMPORTANT! Climbers under 18 years of age must have a parent/guardian present at the event to sign this document prior to climbing. Climbers under 12 years of age must be at least 42 inches tall (or 3½ feet) and accompanied by an adult during their climb.

Waiver of liability

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, November 2, 2019 and Sunday, November 3, 2019**. The Event involves participants climbing the stairs 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 agree to this Release** on behalf of myself, my heirs, executors, administrators, successors, and assigns (the “Releasors”). According to the terms below, the Releasors release all of the following parties, which together are referred to as the “Released Parties”:

- (a) United Way and its officers, employees, servants, directors, members, volunteers, insurers, and Board of Trustees;
- (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 for this Event and their officers, employees, servants, directors, members, volunteers, and insurers; and
- (c) any other person or organization assisting in the Event.

I agree that the Releasors will make no demand or claim against the Released Parties for death, injury, damages, or loss (“Damage”) related in any way to the Event that I suffer before, during, or after the Event, whether as a spectator or participant in the Event and no matter how the Damage occurs or who causes the Damage. I also agree that this Release will be effective even if one or more of the Released Parties causes or contributes to the Damage by fault or negligence.

I agree that the Releasors will make no demand or claim against any other person who could claim against the Released Parties for the matters this Release covers. I also agree that the Releasors will indemnify the Released Parties against any claims, demands, or costs connected with any Damage others or I suffer arising from my participation in the Event, even if one or more of the Released Parties causes or contributes to the damage by fault or negligence.

I understand that the party receiving this release receives it on behalf of every Released Party and that the United Way’s permission for me to participate in the Event is given by each Released Party in return for this Release.

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 for current and future use in United Way materials, including marketing and promotional materials, the United Way’s and Chip Time Results’ official websites. The photographs (including negatives), tapes and other 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 Releasors.

RELEASE AND INDEMNITY FOR CN TOWER
The CN Tower Climb for United Way

In consideration of being permitted to participate in **The CN Tower Climb for United Way**, and in connection therewith being permitted to enter upon the lands and premises surrounding the CN Tower and being permitted to enter the CN Tower, in Toronto, Ontario on **November 2 and/or November 3, 2019**, I, **the undersigned**, being an adult aged 18 years or older (and, if applicable, the parent or legal guardian of a minor child), hereby declare and agree as follows:

- (a) I hereby unconditionally remise, release, waive and forever discharge Canada Lands Company CLC Limited, the CN Tower, and City of Toronto (collectively the “Entities”) and their respective shareholders, directors, officers, employees, contractors, sponsors, partners, servants, agents, successors, heirs, executors and personal representatives (collectively the “Representatives”), and each of them from and against any and all losses, claims, actions, damages, costs, liabilities, expenses and demands 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 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 Entities or Representatives; and
- (b) I shall indemnify, defend and save harmless, and pay or reimburse (including costs, damages and reasonable lawyers fees) the Entities and the Representatives 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 Entities or Representatives.

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

It is understood that the party receiving this Release and Indemnity does so on behalf of each and every person and class of persons so released and indemnified and that the said permission is given or shall be deemed to have been given by each such person and class of persons as consideration for my or the child’s release.

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 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 the child from participating in the event. I further confirm that I and the child are physically fit and able to participate in the event.

I agree that any litigation between me, the child or members of our families, on the one hand, and any Entities 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 and 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 AND INDEMNITY, AND THAT I HAVE READ (OR HAVE HAD READ TO ME) THIS RELEASE AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT, BY SIGNING THIS RELEASE AND 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 AND INDEMNITY AND ITS TERMS AND OBLIGATIONS.

Name of participant: _____ Age: _____

Email: _____ Telephone: _____

Address: _____

Signature: _____ Date: _____

Signature of parent/guardian of participant under 18 years of age: _____

FOR PARTICIPANT UNDER 18 YEARS OF AGE

This declaration must be signed at the event by a parent/guardian (must be 21 years of age or over) of participant.

Name of parent/guardian: _____ Signature of parent/guardian: _____