

2017 VON Great Community Run Walk 'n' Roll

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

Initial Above

TO: Victorian Order of Nurses for Canada – Ontario Branch (VON Middlesex-Elgin) (herein after referred to as the “VON Middlesex-Elgin”)

Name(s)	Last	First
Address	Street	City
	Prov.	Postal Code
		Email

In this agreement, the term "participating" shall mean running, walking, cycling, exercising, pedalling a tricycle, pulling a wagon, pushing a stroller, on in-line or roller skates, on a scooter, using a mobility device such as a scooter, walker or wheel chair during the Great Community Run Walk 'n' Roll.

ASSUMPTION OF RISKS

I am aware that participating in VON Middlesex-Elgin's fundraising event, Great Community Run Walk 'n' Roll involves risks, dangers and hazards including, but not limited to: uneven sidewalks or ground surface, local traffic, collision with other participants and onlookers including the negligence of other participants and **NEGLIGENCE ON THE PART OF THE VON MIDDLESEX-ELGIN EVENT COORDINATOR, VON MIDDLESEX-ELGIN STAFF OR VON MIDDLESEX-ELGIN VOLUNTEERS INCLUDING THE FAILURE ON THE PART OF THE VON MIDDLESEX-ELGIN EVENT COORDINATOR, VON MIDDLESEX-ELGIN STAFF OR VON MIDDLESEX-ELGIN VOLUNTEERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN the Run Walk 'n' Roll.** I am also aware that the risks, dangers and hazards referred to above exist throughout Mt. Brydges along the event route, as well as within Lions Park in Mt. Brydges, its buildings and pavilions, trails, playground equipment, rental play equipment and the surrounding municipal area to a 10 kilometre radius.

I AM PARTICIPATING VOLUNTARILY AND AM AWARE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING AND I FREELY ACCEPT AND FULLY ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. I UNDERSTAND I MAY APPEAR IN PHOTOGRAPHS AND/OR VIDEO IMAGES THAT MAY BE USED BY VON MIDDLESEX-ELGIN IN FUTURE PROMOTIONS AND PUBLICATIONS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **VON MIDDLESEX-ELGIN** accepting my registration for participating in the VON Great Community Run Walk 'n' Roll I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **VON MIDDLESEX-ELGIN** and its directors, officers, employees, agents, representatives, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my presence at Great Community Run Walk 'n' Roll event held at Lions Park in Mt. Brydges DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY LEGISLATION, PROVINCIAL OR FEDERAL, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE GREAT COMMUNITY RUN WALK 'n' ROLL REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation or presence at Great Community Run Walk 'n' Roll being held at Lions Park Mt. Brydges and surrounding municipal property.

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of participating in Great Community Run Walk 'n' Roll other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2017.

Witness

Signature of Participant or Guardian

This agreement must be completed in full, signed, dated, and witnessed before participating in the Great Community Run Walk 'n' Roll.

NOTE waivers completed online must be sent to julie.simpson@von.ca on or before **June 23, 2017**. Hard copies will be available June 25, 2017.