

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
JA'FFARI ISLAMIC YOUTH SUB-COMMITTEE OF THE I.S.I.J OF TORONTO

EVENT INFORMATION

Name: Volunteering at Regent Park
Location: 40 Oak Street, Toronto
M5A 2C6
Date/Time: Sunday, February 15th, 2015 from 9:30 a.m. to 1:30 p.m.
Emergency Contact: Roshaneh Jaffer 647-973-5786/ Hasanain Rashid 647-219-4759

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Ja'ffari Islamic Youth and the I.S.I. J of Toronto. ("the Event Organizers") allowing me, the undersigned or the Minor, to participate in the event described above (the "Event"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event site.

OR

I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event, and that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Event.

I understand and acknowledge the risks and dangers associated with participation in the Event, including without limitation, the potential for serious bodily injury, loss of or damage to equipment/property; contact with other participants, spectators, participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event. I understand that by attending the Event, I must follow, observe and abide by the Islamic Sharia (Laws and Ethics), in addition to the Municipal, Provincial and Federal laws at all times. I further understand that I am required to stay on the premises of the Event throughout the duration of the Event and I shall be denied permission to leave the Event by the Event Organizers. Should I be required to leave the Event, I must have sufficient cause and prior notice must be submitted to the Event Organizers in writing at the time of submitting the Agreement. I understand that the Event Organizers have the right to control or prohibit material used, worn, or displayed by a participant at the site during the Event, and that they have also reserved the right to deny participation in the Event for any reason they deem just and proper in their sole discretion. I understand that the Event Organizers reserve the right to withdraw any participant or spectator for failing to abide by this agreement and any other rules and regulations of the Event and also reserve the right to contact the Parents and/or Guardians to inform of such doing.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Ja'ffari Islamic Youth and Islamic Shia Ithna-Asheri Jamaat of Toronto, its members, clubs, associations, and divisions, including but not limited to Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event**

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Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

OR

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor’s parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Name of Participant:	
Date of Birth:	
Telephone No.:	
Allergies/Dietary Restrictions:	
Name of Emergency Contact:	
Emergency Contact Telephone:	
Health Card Number:	
Signature of Participant:	
Name of Parent/Guardian of Minor:	
Signature of Parent/Guardian of Minor:	

END OF WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT