

ITALIAN WEEK SCAVENGER HUNT

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (the "Agreement")

WARNING

BY ACKNOWLEDGING THIS AGREEMENT, YOU ARE WAIVING IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY

Italian Week Scavenger Hunt is hosted by SETTIMANA ITALIANA - ITALIAN WEEK, (herein called "SI"), and ESCAPE MANOR (herein called "EM"), collectively, the "Hosts".

In consideration of being permitted by the Hosts to participate in Italian Week Scavenger Hunt, which I may or may not be registered for (collectively, the "Event"), I understand, acknowledge, and agree as follows:

THE EVENT

- a. I acknowledge that I have voluntarily registered to participate in the Event and that I am voluntarily electing to participate in the Event.
- b. I acknowledge that I have read, understand, and accept the Event description, as it appears in the Event's advertising materials and website (www.escapemanor.com/italiano); and the supplementary material I have received.
- c. I understand that the Event includes, without limitation, the following, all of which form part of the Event:
 - Outdoor involvement in public areas and at privately owned businesses (searching for clues and completion of task at different spots throughout the city)
 - Transportation to locations throughout the city (at participants' expense)
- d. For any questions or more information related to this Waiver, please contact SETTIMANA ITALIANA - ITALIAN WEEK, at info@italianweekottawa.ca
- e. I understand and acknowledge that despite all precautions taken by the Hosts, there are inherent risks and hazards associated with my participation in the Event, including but not limited to the following:
 - **Terrain:** Any manner of injury resulting from falls on steep, icy, slippery, or uneven terrain. There is a possibility of sudden impact with terrain features that can result in bodily injury or even death. Injury or death may be caused by, without limitation a) making contact with rocks, trees, obstructions, structures, and other participants, visible or non-visible, b) entanglement or impalement.
 - **Weather:** Any injury or illness resulting from exposure to cold, wet or windy weather, or the effects of heat and sunlight.
 - **Remoteness:** The possibility of becoming lost and unable to access medical help in an emergency.
 - **Medical Treatment:** Any manner of injury resulting from first aid treatment or service rendered in connection with the Event.
 - **Motor Vehicle Accidents.**
 - **Loss or Damage to Personal Property.**
 - **COVID-19-related risks.**
 - **Traveling/Transportation:** Any manner of injury resulting from travel and/or transportation that results in injury, accident or death.
 - **Other Hazards:** any other risks and dangers not known or reasonably foreseeable at this time.
- f. I acknowledge that I am voluntarily assuming such risks as described above.

ACKNOWLEDGEMENTS AND REPRESENTATIONS

- a. I hereby acknowledge that I must be in good health to participate in the Event. I understand that participation in the Event requires physical exertion, and I represent and warrant that I have no limitations and/or restrictions that would prevent my full and safe participation in the Event.
- b. I understand that it is my responsibility to consult with a physician prior to and during the course of my participation in the Event and to comply with my physician's recommendations and/or advice, if any.
- c. I acknowledge that I have been advised that participation in the Event could, in some circumstances, increase risk of illness or injury such as (but not limited to) abnormal blood pressure, fainting, heartbeat disorders, physical injury, and heart attack. I also understand that I could experience muscle, back, and other injuries during the Event. I acknowledge that it is solely my responsibility to immediately stop participating in the Event should I experience any symptoms of illness or injury. It is also my responsibility to seek medical advice or support if required in these circumstances.
- d. I understand that it is my continuing responsibility to inform the Hosts of any medical conditions, injuries, or surgeries that I may have prior to commencing the Event or that I may develop during the term of the Event, if such conditions, injuries, or surgeries could impact my full and safe participation in the Event. I will remove myself from participation in the Event if I sense or observe any unusual hazard or unsafe condition or if, at any time, I feel unable or unfit to safely continue for any reason.
- e. I understand that the event organizers may cancel or stop the event at any time before or during the Event as a result of any condition that may be deemed as a threat to the safety of participants that include but is not limited to: COVID-19 restrictions and/or laws enforced by the government, extreme weather conditions and acts of God.
- f. I understand that it is my responsibility to abide by COVID-19 protocols and regulations while partaking in the event. This includes, but is not limited to proper social distancing, wearing a mask when inside a business and in public areas outside when social distancing is not an option.

WAIVER, RELEASE, INDEMNITY

- a. In consideration of being permitted to participate in the Event, I voluntarily and expressly waive for myself, my heirs, executors, administrators, successors, and assigns any "Claim" (as defined below) I may have against the Hosts, their directors, officers, shareholders, owners, agents, employees, contractors, instructor(s), volunteers, the landlord of the premises, the property managers and each of their respective successors and assigns (each, a "Released Party") for any Claim that I may sustain as a result of participating in the Event.
- b. "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, loss, injury, mental suffering, distress, or death that I may suffer in connection with my participation in the Event.
- c. In consideration of being permitted to participate in the Event, I, for myself, my heirs, executors, administrators, successors, and assigns, release each Released Party from any and all actions, causes of action, complaints, demands, and claims whatsoever in existence, prior to, on, or after the date hereof, directly or indirectly arising from my participation in the Event, including but not limited to any negligence, breach of contract, or breach of any statutory or other duty of care owed by a Released Party.
- d. I covenant not to sue any Released Party for any Claim.
- e. I agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

ASSUMPTION OF RISKS

- a. I agree to assume full responsibility for any risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the Event, including any risk that might have been caused, directly or indirectly, from the negligence of a Released Party.

NO INSURANCE COVERAGE

- a. I understand that the Hosts do not carry or maintain health, medical, or disability insurance coverage applicable to me. I am expected and encouraged to arrive at the Event with appropriate medical or health insurance coverage in effect.

PHOTOGRAPHIC RELEASE

- a. I hereby grant permission to the Hosts, and their employees, contractors, agents, sponsors, and representatives to photograph and record my image, likeness, or depiction.
- b. I further grant the Hosts and their employees, contractors, agents, sponsors, and representatives the right to reproduce, use, exhibit, display, broadcast and distribute and create derivative works of these images and recordings in any media now known or later developed as well as my name for promoting, publicizing or explaining the Event. I understand that the Hosts may use the aforementioned images and/or recordings with and without associating names thereto.
- c. I acknowledge that the Hosts own all rights to the images and recordings.
- d. I further waive any claim for compensation of any kind as a result of the Hosts' use or publication of photographs of me.
- e. I hereby fully and forever discharge and release the Hosts from any claim for damages of any kind arising out of the use or publication of any such photographs.

GENERAL

- a. I acknowledge that in the event that any provision of the Agreement, in whole or in part, is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provisions nor the remaining provisions of this Agreement, all of which shall continue to be valid and enforceable.
- b. This Agreement will be construed in accordance with and governed by the Laws of the Provinces of Ontario, as applicable, and any applicable Federal laws.
- c. I further acknowledge and agree that the terms of this Agreement are fully understood by me, that I am not under the influence of alcohol or other impairing substances, that I have had independent legal representation in connection with this Agreement or the opportunity to obtain same, and that this Agreement is voluntarily entered into by me.

CONSENT

- a. I am at least 18 years of age.
- b. **I have read this Agreement carefully and fully understand its contents. I understand that this is a consent and release from liability and constitutes a contract between me and the Hosts. I agree to participate in the Event on this basis.**
- c. **If I am providing consent on behalf of one or more minors (an individual under 18 years of age):** I hereby represent that I am a parent with lawful custody or legal guardian of the minor participating in the Event (the "Minor"). I hereby agree that this Agreement binds me and said Minor to all of its terms now and when the Minor reaches the age of majority in their province of residence. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I indemnify the Released Parties against all claims, liabilities, and expenses respecting this Agreement as if I were an original party thereto and pertaining to any future claims made by the minor in respect of the Agreement. I further certify that Minor is in good health and is capable of participating in the Program. In the event that the Minor is injured or suffers from illness and I am unable to be contacted, I authorize the Released Parties to seek medical attention on the Minor's behalf.
- d. **If I am providing consent on behalf of one or more participants:** I hereby represent that I am signing this Agreement on behalf of another individual participating in the Event (the "Participant"). I indemnify the Released Parties against all claims, liabilities, and expenses respecting this Agreement pertaining to any future claims made by the Participant(s) in respect of the Agreement. I further certify that the Participant is in good health and is capable of participating in the Program.