



# Release Waiver and Liability

Legal Name: \_\_\_\_\_

Preferred Name: \_\_\_\_\_

Pronouns: \_\_\_\_\_

Email and/or Full Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Are you a teenager looking to earn volunteer hours for school?

YES  NO  IF YES, YOUR AGE

Are you interested in receiving our e-news?

YES  NO  ALREADY DO

\*\*\*\*\*

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on this \_\_\_\_ day of

\_\_\_\_\_, by \_\_\_\_\_  
Month, Year the "Volunteer"

in favour of **rare** Charitable Research Reserve, a non-profit corporation ("**rare**"), its directors, officers, employees and agents. The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

- Waivers and Release:** Volunteer does hereby release and forever discharge and hold harmless **rare** and its successors and assigns from any and all liability, claims and demands of whatever kind or nature either in law or equity, which arise or may hereafter arise from Volunteer's participation in **rare's** project. Volunteer understands that this Release discharges **rare** from any liability or claim that the volunteer may have against **rare** with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's participation in **rare's** project. Volunteer also understands that **rare** does not assume responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance.
- Medical Treatment:** Volunteer does hereby release and forever discharge **rare** from any claim whatsoever which may arise or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's participation in the **rare** project.
- Assumption of Risk:** The Volunteer understands that the **rare** project may include activities that may be hazardous to the Volunteer and that the food, accommodations, and medical facilities may be donated to **rare** and beyond the control of **rare**. The Volunteer hereby

expressly and specifically assumes the risk of injury or harm in their activities and releases **rare** from all liability from injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in **rare's** project.

4. **Insurance:** The Volunteer understands that **rare** does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.
5. **Photographic Release:** The Volunteer does hereby grant and convey to **rare** all right, title and interest in any and all photographic images and video or audio recordings made by **rare** during **rare's** project including, but not limited to, any royalties proceeds, or other benefits derived from such photographs or recordings.
6. **Other:** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the country of Canada, and that this Release shall be governed by and interpreted in accordance with the laws of the country of Canada. The Volunteer agrees that in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, that invalidity of such clause or provision shall not otherwise affect the remaining provision of this Release, which shall continue to be enforceable.
7. **Safety:** The Volunteer is aware that they need to provide his/her own CSA certified steel-toed safety boots, wear appropriate clothing and the required personal protective equipment when applicable.
8. **Independent Legal Advice:** The Volunteer acknowledges that he or she is herewith encouraged to obtain independent legal advice prior to the execution of this Release and Waiver of Liability and indemnity and has either obtained same or chosen to waive such independent legal advice.

IN WITNESS WHEREOF, the volunteer (and Guardian, if applicable) executes this Release as of the day and year first written above.

**Volunteer**

**Witness (important)**

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**\*\* If the volunteer is under age 18, this waiver must be signed by their Parent or Legal Guardian. In doing so, the individual indemnifies the issuer on behalf of the volunteer, as set forth in this waiver. If the participant is under the age of 14 they must be accompanied at all times by their Parent or Legal Guardian. Volunteers must be 18 or older to participate in hogweed removal or buckthorn removal.**

**Parent/Guardian:** \_\_\_\_\_  
*Print Clearly*

**Witness:** \_\_\_\_\_  
*Print Clearly*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*