

Please read any waiver carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing electronically, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

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WAIVER, RELEASE AND INDEMNIFICATION

In consideration of the acceptance of my application and the permission to participate as an entrant, competitor or volunteer in the 2019 Global Energy Race by Dempster's taking place on Sunday, September 22, 2019, including in any or all of the following events: 10k run, 3k run/walk and any pre and post-race activities, I (the participant), for myself, my heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE Canada Bread Company, Limited and its parent and affiliates, The T1 Agency Ltd, Boardwalk Place, The City of Toronto, Toronto Police Service, race officials and volunteers, and all other vendors, associations, sanctioning bodies and sponsoring companies, and elected and appointed officials, and each of their successors and assigns (collectively, the "Released Parties"), OF AND FROM ALL claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of my participation in any of the event(s), whether as volunteer, entrant, competitor, or otherwise, whether prior to, during or subsequent to the event(s), AND NOTWITHSTANDING that same may have been contributed to or occasioned by the negligence one or more of the Released Parties.

I warrant that I am in good physical condition and have conditioned myself such that I am able to safely participate in the event(s) I have chosen. I am fully aware of the risks and hazards inherent in participating in these types of events, including the possibility of serious physical trauma, injury or death, or loss or damage to personal property, and elect to voluntarily compete in the events knowing such risks.

I acknowledge that the events may be photographed and video recorded and that I may appear in the photographs or video recordings. I agree that Canada Bread Company, Limited may use the photographs or video recordings in which I appear, along with my name, city of residence, statements, voice and comments for marketing and advertising purposes in any and all media, including in broadcasts, newspapers, magazines, brochures, online and in social and other media without compensation to me.

I grant medical personnel at the events access to my medical records (and my physician(s)) where necessary in order to provide medical treatment to me and authorize such medical treatment to be provided as needed. I acknowledge that Canada Bread Company, Limited has the right to alter, change, cancel and/or postpone any of the events for any reason, including as a result of circumstances beyond its control.

I FURTHER HEREBY UNDERTAKE TO HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY all of the Released Parties from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with my participation in the event(s).

BY INDICATING MY ACCEPTANCE OF THIS WAIVER BELOW, I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE WAIVER FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IF I AM SIGNING THIS WAIVER ON BEHALF OF A MINOR PARTICIPANT, I REPRESENT AND WARRANT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT AND HAVE THE LEGAL AUTHORITY TO AGREE TO THIS WAIVER ON THEIR BEHALF.

Name _____

Signature of Participant
or Participant's Parent/Guardian if a Minor _____

Date _____