

## WWF'S CN TOWER CLIMB FOR NATURE RELEASE AND INDEMNITY

## **IMPORTANT!**

Climbers under 18 years of age must have a parent/guardian present to sign this document prior to climbing. Climbers under 12 years of age must be at least 42 inches tall (or 3½ feet) and accompanied by an adult during their climb. Climber agrees not to carry anything up the stairwell, including but not limited to: water bottles, portable music devices, or an infant or child.

World Wildlife Fund Canada ("WWF-Canada") has organized and will run the 2016 WWF's CN Tower Climb for Nature (the "Event") on Saturday, April 16<sup>th</sup> and Sunday, April 17<sup>th</sup>, 2016. The Event involves participants climbing the stairs of the CN Tower. I know that the Event involves physical activity and I VOLUNTARILY ASSUME THE RISKS OF PARTICIPATING IN THE EVENT. I understand that these risks include exertion-related health problems, falls, collisions with other participants and other incidents that could cause loss to property, personal injury or death, and related losses. In return for my being permitted to participate in the Event, I hereby agree as follows:

By signing this Release and Indemnity, I unconditionally RELEASE AND FOREVER DISCHARGE WWF-Canada, World Wildlife Fund International, Red Sky Consulting Ltd, Maximum Arrest Force Inc., CN Tower, Canada Lands Company (CLC) Limited, City of Toronto, or Metropolitan Toronto Convention Centre Corporation, (collectively the "Entities") and their officers, directors, employees, servants, agents, affiliates, successors and assigns (collectively the "Representatives") FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, DAMAGES AND LIABILITIES WHATSOEVER (collectively the "Claims") FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS TO PROPERTY AND ANY AND ALL OTHER LOSS OR INJURY, including, without limitation, economic loss or consequential damages (collectively "Damages") that may result, directly or indirectly, from: my participation in the Event, my entering into the Metro Toronto Convention Centre and my entering the CN Tower or upon its surrounding lands and premises. This release applies regardless of whether the Damages are occasioned, wholly or in part, by any act or omission of one or more of the Entities or Representatives, whether negligent or grossly negligent or otherwise.

By signing this Release and Indemnity, I also agree that I will make no demand or claim against any other person who could claim against one or more of the Entities and Representatives for the matters this Release and Indemnity covers. I AGREE TO INDEMNIFY AND SAVE HARMLESS the Entities and the Representatives and each of them from Claims for any and all Damages suffered by me and/or by any other persons arising from: my participation in the Event, my entering into the Metro Toronto Convention Centre and my entering the CN Tower or upon its surrounding lands and premises, whether the Damages are occasioned, wholly or in part, by any act or omission of one or more of the Entities or Representatives, whether negligent or grossly negligent or otherwise.

Consent to medical treatment: In the event of my injury or illness during my participation in the Event, if I am unable to do so myself, I hereby authorize WWF-Canada in its reasonable judgment, at my expense, to secure any necessary treatment. I hereby release and forever discharge the Entities and the Representatives from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Event.

**Photo, video, audio, film, interview release**: I give WWF-Canada permission to take and publish photographs, videotapes, audiotapes, films and interviews of me and/or the child or children named below for current and future use in WWF-Canada materials, including marketing and promotional materials and WWF-Canada's official website, without compensation to me.

Should any portion of this Release and Indemnity be held to be invalid by any court of competent jurisdiction for any reason, such portion shall be severable from the remaining provisions herein and shall not otherwise affect the remaining provisions of this Release and Indemnity which shall continue to be enforceable.

I have read (or have had read to me) this Release and Indemnity. I fully understand its terms and agree with them. I understand and agree that this Release and Indemnity shall bind my heirs, assigns, administrators, executors, legal representatives, next-of-kin, and anyone else who may make a claim for me or on my behalf.

| Your Name: (PRINT)                           | Age if under 18 years: |
|----------------------------------------------|------------------------|
| Your Signature:                              |                        |
| Parent or Guardian Name (if under 18 years): |                        |
| Parent of Guardian Signature:                |                        |

(PARENT OR GUARDIAN'S NAME AND SIGNATURE IS REQUIRED IF PARTICIPANT IS UNDER THE AGE OF 18)