



Camp Quality Canada

2009 VOLUNTEER RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

***NB.** Each applicant for a volunteer position **MUST** complete and sign this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement in order to be considered for participation in Camp Quality Canada's Camp 2009 ("Camp 2009"). Please print all information in blanks as required.*

**WARNING: BY SIGNING THIS FORM YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS INCLUDING YOUR RIGHT TO SUE
PLEASE READ CAREFULLY**

This Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Release") executed, by _____ (name) (the "Volunteer"), and in effect for Camp 2009 scheduled to be held over the period _____, 2009, and in effect for year-round support programs, in favour of Camp Quality Canada, a provincial non-share capital corporation organized and existing under the laws of Ontario, its directors, officers, employees, volunteers, agents, successors and assigns (collectively "Camp Quality Canada").

I, the Volunteer desire to work as a Volunteer for Camp Quality Canada and engage in activities related to being a Volunteer. I understand that activities related to being a Volunteer may include but are not limited to, acting as a companion to a child attending Camp, a member of the medical team, a member of the Camp organizing committee and other camp related volunteer roles.

In entering into this Release, I confirm that I am not relying on any oral or written representations or statements made by Camp Quality Canada, including those in any brochures published by Camp Quality Canada, to induce me to participate in Camp 2009 and Camp Quality Canada year-round support programs.

I, the Volunteer, in consideration of being permitted to work as a Volunteer with Camp Quality Canada hereby on behalf of myself, my personal representatives, assigns, heirs and next of kin freely and voluntarily, without duress, execute this Release under the following terms:

- 1. Assumption of Risk.** I ACKNOWLEDGE, AGREE AND REPRESENT that I know and understand my time as a Volunteer with Camp Quality Canada may include undertaking activities that may be hazardous to me.

I fully understand that working as a Volunteer may impose risks, including, but not limited to the risk of illness, physical or mental injury, disability, death and/or social and economic losses, which are at this time either are not known to me or are not readily foreseeable.

(Please initial) _____

NOTWITHSTANDING my acknowledgement of the above, I expressly and fully ACCEPT and ASSUME all such risks of injury, harm, death, losses, damages associated with my participation as a Volunteer with Camp Quality Canada, and all responsibility for death, disability, injuries, illnesses, losses, costs and damages I incur as a result of my participation as a Volunteer with Camp Quality Canada.

- 2. Release and Waiver.** I RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE AND HOLD HARMLESS, CAMP QUALITY CANADA, OF AND FROM ALL liability, claims, judgment, losses (including, but not limited to, economic losses) and costs and expenses (including, but not limited to, lawyer's fees and costs), demands, damage costs, expenses, actions and causes of action, whether in law or equity, whether foreseen or unforeseen, in respect of death, disability, injury, illness, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of my participation as a Volunteer with Camp Quality Canada, whether prior to, during or subsequent to Camp 2009, or Camp Quality Canada year round support programs, or while traveling to and from Camp Quality Canada activities, AND NOTWITHSTANDING that the same may have been contributed or occasioned by the negligence, breach of contract, breach of the *Occupiers Liability Act* in the Province in which Camp 2009 is located, and any other breaches of statutory duties by any of the aforesaid Releasees.

I also understand that, except as otherwise agreed to by Camp Quality Canada in writing Camp Quality Canada does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage.

- 3. Insurance.** I understand that, except as otherwise agreed to by Camp Quality Canada in writing, Camp Quality Canada does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.
- 4. Medical Treatment.** Except as otherwise agreed to by Camp Quality Canada in writing, I hereby release and forever discharge Camp Quality Canada from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me in connection with an emergency during my time as a Volunteer with Camp Quality Canada.
- 5. Indemnity.** I acknowledge that I am responsible for any damage I cause to third parties and any costs involved in connection with claims made by third parties. I FURTHER HEREBY UNDERTAKE to HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY all of the aforesaid Releasees from and against all claims, demands, or actions that may be brought by me or by any other persons or third parties on account of damages of any character resulting from my participation as a Volunteer with Camp Quality Canada, and from and against losses from any and all liability or monetary losses incurred by any or all of them arising as a result of, or in any way connected with my participation as a Volunteer with Camp Quality Canada.
- 6. Rules of Personal Conduct.** I acknowledge that I understand and agree that my participation as a Volunteer with Camp Quality Canada is subject to the rules of personal conduct outlined in the Volunteer Application Form, which rules of personal conduct may be revised and updated by Camp Quality Canada from time to time, and that any breach of the same may lead to me being removed from my position as Volunteer with Camp Quality Canada. I acknowledge that any costs incurred by me as a result of my early removal from Camp are solely my responsibility.

(Please initial) _____

7. **Appearance Release.** I understand that Camp Quality Canada produces promotional materials relating to its programs, and that as a Volunteer I may be included in photographs, videotapes, media interviews, DVD, podcasts or videocasts taken during Camp 2009 and Camp Quality Canada year round support programs. Without reservations or limitations, I ALSO GRANT AND CONVEY UNTO CAMP QUALITY CANADA, the exclusive right to photograph and/or videotape me, and to use such photographs, videotapes, recordings, DVD's podcasts or videocasts as a part of this and any similar future events or in any media (including, but not limited to, print, video, photo or any other media forms), and in advertising and promoting Camp Quality Canada, its Camps and any similar future events. I waive any and all right to inspect or approve the programs, copies or any related promotional materials.
8. **Photographic Release.** I ALSO GRANT AND CONVEY UNTO Camp Quality Canada all rights, title, and interest in any and all photographic images and video or audio recordings made by Camp Quality Canada during my time as a Volunteer, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I also waive any and all rights, including moral rights that I have in the photographic images and video or audio recordings made by Camp Quality Canada, its assignees and licensees. I understand and agree that Camp Quality Canada may use, modify and/or publish the photographic images and video or audio recordings or portions thereof in any manner it considers appropriate.
9. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province in which the Camp is located, and that this Release shall be governed by and interpreted in accordance with the laws of the Province in which the Camp is located and the laws of Canada applicable therein. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Initial

I hereby warrant that I have read this Release in its entirety and fully understand its contents.	
I am aware that the Release releases from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury, illness, disability or death to me.	
I understand that I have given up substantial rights by signing this Release.	
I acknowledge that nothing in this Release constitutes a guarantee that Camp 2009 and/or Camp Quality Canada year round support programs will occur.	
I understand that if I have any questions regarding this Release, I should consult a lawyer prior to executing this Release, as I will be surrendering my rights, and my heirs and assigns' rights to prosecute Camp Quality Canada.	

Volunteer's Name Volunteer's Signature Date Signed

Witness' Name Witness' Signature Date Witnessed

(Please initial) _____