

Sheridan

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY FOR PARTICIPATION IN THE MAGNA SCHOOL FOR THE SKILLED TRADES IN PARTNERSHIP WITH SKILLS ONTARIO CAMP AT THE SHERIDAN COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

TO: THE SHERIDAN COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING (“SHERIDAN”)

NAME OF PARTICIPANT: _____ (“Child”)

ADDRESS OF PARTICIPANT: _____

DATES AND TIME OF PROGRAM: July 11th-15th, August 15th – 19th and August 22nd – 26th, 2022 from 8:30am to 4:40pm (“Program Schedule”)

I, the undersigned, do hereby acknowledge the following:

- 1) That I am the Parent / Guardian of my Child;
- 2) I consent to my Child participating in the Magna School for the Skilled Trades (MSST) in partnership with Skills Ontario Camp, run by Sheridan’s Faculty of Applied Science and Technology, and held in-person during the Program Schedule (“Activity”);
- 3) That it is my Child’s responsibility to abide by the rules and regulations imposed on him/her by Sheridan and follow any safety instructions given by Sheridan personnel during the Activity;
- 4) That the Activity may include participating in board games and contact sports such as soccer and basketball and that my Child has no illness, disease or existing injury or physical defect that would be aggravated by my Child’s participation;
- 5) That the Activity may include participating in pizza day and that my Child will be required to monitor their own food allergies and aversions with regards to dietary restrictions;
- 6) I understand that the Activity my Child will engage in involves certain risks or danger of accidents, including but not limited to damage to property / possessions, injury, exposure to allergens, exposure to individuals who may be infected with COVID-19 and/or other infections, sickness or death, and that these risks and dangers may be caused by my Child, other participants, or the negligence of the Releasees (named below), and knowing these risks, I hereby assume these risks;
- 7) That my Child may stop any further engagement in the Activity if they so desire and will inform the appropriate individual at Sheridan;
- 8) That my Child does not have COVID-19 symptoms (e.g. fever, cough, difficulty breathing, lethargy, etc.) or a diagnosis of COVID-19;
- 9) That in the last 14 days, to the best of my knowledge, my Child has not been in close contact with anyone who has been tested positive for COVID-19; is currently sick with a new cough, fever, or difficulty breathing; or returned from outside of Canada in the last two weeks; and

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10) That my Child will maintain physical distancing as much as possible as required by federal, provincial, and local public health and wear non-medical face masks or other appropriate coverings which shall cover the mouth, nose and chin during the Activity, where necessary, unless my Child has a disability diagnosis and is unable to wear a mask or face covering.

_____ (Please initial).

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being given the opportunity for my Child to participate in the Activity, I, on behalf of my Child, myself, my personal representatives, assigns, heirs and next of kin, agree as follows:

1. To hereby release, discharge, covenant not to sue, and agree to indemnify, defend, save and hold harmless Sheridan, its members, governors, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "Releasees"), from any and all actions, causes of action, claims, demands, prosecutions and remedies for any and all losses, damages, accidents or illnesses (including death), injuries and expenses arising out of my Child's participation in the Activity, due to any reason whatsoever **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE;**

_____ (Please initial).

2. To indemnify and hold harmless the Releasees from any and all liability for any damage to the property of, or personal injury to, any party, including third parties, resulting from my Child's participation in the Activity;

_____ (Please initial).

3. Not to make any claim or to take any proceedings against any other person or corporation who might claim contribution or indemnity from the Releasees;

_____ (Please initial).

4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;

_____ (Please initial).

5. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to the Activity(ies) and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts; and

_____ (Please initial).

6. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

_____ (Please initial).

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MEDIA CONSENT AND RELEASE

I hereby irrevocably give Sheridan the right and permission to record the image or likeness of my Child while my Child participates in the Activity. Furthermore, I hereby irrevocably give Sheridan the right and permission to use my Child's image or likeness so recorded.

Sheridan's right of use shall include the right to publish, adapt, exhibit, reproduce, edit, distribute and display my Child's image or likeness in connection with any product or service for any purpose (including, promotion advertising and trade) in all markets, media or technology now known or hereafter developed. For certainty, and without limiting the above, Sheridan's right of use shall also allow it to publish my Child's image or likeness on the internet, including its social media pages, incorporate the image or likeness into promotional videos and share the image or likeness with media organizations for any purpose. I acknowledge that Sheridan owns all rights to the images and recordings.

I shall not have any entitlement to compensation for Sheridan's recording and use and shall not make any claim against Sheridan, its affiliates, agents, event partners, governors, officers, and/or employees for damages that may arise from its recording or use including, without limitation, any claim that is based on an alleged misrepresentation, negligence, defamation, breach of privacy, right of publicity infringement or an infringement of any applicable privacy legislation.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I AM THE PARENT OR GUARDIAN TO THE PARTICIPANT, AND THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTERS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I DECLARE THAT I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCES OF ANY KIND WHATSOEVER. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT. FURTHERMORE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE MEDIA CONSENT AND RELEASE SECTION, AND I AGREE TO ITS TERMS IN CONNECTION WITH THE PHOTOGRAPHIC OR ELECTRONIC RECORDS OF THE LIKENESS OF MY CHILD.

Signed this ____ day of _____ 20____

Signature of Participant: _____ Print Participant Name: _____

Signature of Parent/Guardian: _____ Print Parent/Guardian Name: _____

Signature of Witness: _____ Print Witness' Name: _____