

RELEASE, WAIVER, AND INDEMNITY

1. Participant, as noted below, is participating in a tour of the vehicle maintenance facilities known as Harvey Shop and Duncan Shop of the Toronto Transit Commission (“**TTC**”) as arranged through the Skills Canada-Ontario 2021-2022 program (the “**Event**”). In respect of the Event, Participant acknowledges and agrees to the following:
 - i. Participant understands that while participating in the Event, Participant may be exposed to information of a sensitive, personal, or proprietary nature (“**Confidential Information**”), and shall keep the Confidential Information in confidence and not disclose the Confidential Information to any person without the prior written consent of TTC in its sole discretion.
 - ii. Participant shall not photograph, film, or record any portion of the Event.
 - iii. Participant voluntarily participates in the Event and enters onto TTC property at Participant’s own risk.
2. IN CONSIDERATION of the Participant participating in the Event, Participant,
 - (a) while participating at the Event, agrees to comply with all regulations, directions, and requirements of TTC and to obey and follow all orders, instructions, and directions of TTC personnel at the Event;
 - (b) for Participant and Participant’s heirs, executors, administrators, successors, and assigns, hereby releases, waives, forever discharges, and saves harmless and indemnifies TTC, its officers, Board members and their designates, employees, servants, agents, predecessors, successors, assigns, and insurers (the “**Released Parties**”) from and against all claims, demands, damages, costs and expenses (including reasonable legal fees and disbursements), actions, causes of action (whether in law or equity), personal injuries, illness, death, or any liability of any kind attributable to or arising from Participant’s participation in the Event; and
 - (c) acknowledges and agrees that the Released Parties shall not be responsible, in any way, for any damage or loss, including theft, to any of Participant’s personal property brought to the Event.
3. Photographing or filming during the Event may be carried out by or on behalf of TTC for TTC publicity and marketing purposes (the “**Purpose**”). Please check box if Participant agrees to the following:
☐ Participant, (i) agrees that TTC may photograph or film Participant’s image, in whole or in part, while participating in the Event; (ii) grants to TTC a royalty free licence to use, display, or otherwise reproduce or publish, or distribute Participant’s photographed or filmed image, in whole or in part, without notice, for the Purpose in any manner whatsoever, including print, broadcast, or the internet; and (iii) waives all Participant’s moral rights in Participant’s photographed or filmed image, in whole or in part, in favour of TTC, including any right to inspect or approve any version or reproduction of the images by TTC for the Purpose.
4. By Participant signing this release, waiver and indemnity, Participant covenants that Participant is eighteen years of age or older. If Participant is under the age of eighteen years of age, the parent or legal guardian of Participant must sign this release, waiver and indemnity. By Participant’s parent or legal guardian signing this release, waiver and indemnity, the parent or legal guardian covenants that they are the parent or legal guardian of Participant.



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5. The signing of this release, waiver and indemnity by Participant, parent, or legal guardian must be done before a witness who is eighteen years of age or older and who is not related, in any way, to the Participant, parent, or legal guardian.
6. By signing this release, Participant, parent or legal guardian acknowledges having read and understood, and agrees to the content of this release, waiver, and indemnity.

If Participant is eighteen years of age or older:

| | | |
|--------------------------|---|----------------------|
| _____ |) | _____ |
| PARTICIPANT name (print) |) | Witness name (print) |
| _____ |) | _____ |
| PARTICIPANT signature |) | Witness signature |
| _____ |) | _____ |
| Address |) | Witness address |
| _____ |) | _____ |
| Phone number |) | Date |

If Participant is under eighteen years of age:

| | | |
|------------------------------------|---|----------------------|
| _____ |) | |
| PARTICIPANT name (print) |) | |
| _____ |) | _____ |
| Parent/legal guardian name (print) |) | Witness name (print) |
| _____ |) | _____ |
| Parent/legal guardian signature |) | Witness signature |
| _____ |) | _____ |
| Address |) | Witness address |
| _____ |) | _____ |
| Phone number |) | Date |