

ASSUMPTION OF RISK & PERMISSION FORM FOR SCHOOL EXCURSIONS TO TIM HORTON CHILDREN'S FOUNDATION, INC. FACILITIES

The organization, _____ VOID _____ is arranging a visit to the Tim Hortons Children's Foundation, Inc (the "Foundation") from _____ VOID _____ (dates of the "Visit").

THIS FORM MUST BE READ AND SIGNED BY ALL ATTENDEES WHICH INCLUDES PARTICIPANTS, ORGANIZATION EMPLOYEES, AND VOLUNTEERS WHO WISH TO ATTEND THE VISIT.

THE ACTIVITIES:

The activities involved in the Visit to the Foundation may include, but are not necessarily limited to:

- Low-energy activities such as: nature exploration; campfires; gardening; drama programs; pottery; arts & crafts; indoor games; classroom and computer activities
- High-energy activities such as: fitness activities; hiking; indoor and outdoor sports; open recreation periods; field sports; mountain biking, ice skating, tobogganing, kick sledding, snowshoeing and special camp-wide games and events
- Climbing activities involving heights such as: rock climbing; climbing towers; use of high and low ropes challenge courses; indoor wall-climbing and zip lines
- Outdoor living skills such as: geocaching
- Farming and ranch activities such as: caring for and feeding of farm animals

ELEMENTS OF RISK:

The Attendee's participation in the Visit and associated transportation, including each of the activities listed above and offered during the Visit, involves a risk of injury or death and/or damage to or loss of property. Attendees taking part in the Visit and associated transportation must assume these RISKS. All of the RISKS and types of injury cannot be listed on this Form, but may include: minor or serious bodily injury to the head, neck, back, bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal and/or neurological system; injury to internal organs; and injury or impairment to other aspects of the body, general health, and well-being.

Participating in the Visit and associated transportation may also lead to an impairment of the Attendee's future ability to study, work and earn a living; to engage in other business, social, personal, intimate and recreational activities; and generally to enjoy life.

Participating in the Visit and associated transportation may lead to Other Risks to the Attendee. Other Risks may include those associated with limited availability of immediate medical assistance; and the possible conduct of other participants, whether or not it is negligent or reckless; and the contraction of a contagious illness or communicable disease. At no time is the Foundation responsible in law for the conduct of the other Attendees.

Participating in the Visit may lead to additional risks not described above.

The risk of sustaining injuries can result from the nature of the activity and can occur without any fault of either the Attendee, or the organization, its' employees/agents or the Foundation, its employees, agents, officers or directors. By choosing to take part in this Visit and associated transportation, you are accepting the risk that you/your child may be injured.

The chance of an injury occurring can be reduced by carefully following instructions at all times while engaged in the activity.

If you choose to participate in a Visit to the Foundation, you must understand that you bear the responsibility for any injury that might occur.



Participating in the Visit risks exposure to COVID-19. At the Foundation, we practice physical distancing, and follow all local public health regulations, however due to the nature of the Program, the Attendee may be in close contact with other Attendees, which may increase the risk of COVID-19 transmission.

The Foundation does not provide accidental death, disability, dismemberment or medical expense insurance on behalf of the Attendee, organization employees, or volunteers participating in this activity.

All of the risks associated with the Attendees Visit may be caused by the **negligence, breach of contract, breach of statutory duty, or breach of any other duty of care owed** under the *Occupier's Liability Act*, RSO 1990, c 02, the *Occupational Health and Safety Act*, RSO 1990, Chapter O.1, or any other statute relating to the activities taking place during the Visit, on the part of the Foundation and its employees, officers, directors, partners, mandataries, representatives, agents, subsidiaries, parent or affiliate corporations, successors, assigns, and any volunteers, **including the failure on the part of any such person to take reasonable steps to safeguard or protect the Attendee from the risks, dangers and hazards of the Visit, whether known or unknown at the time this Release and Indemnification Form is executed.**

PHOTOGRAPHY:

All photographs, film, video or other audio-visual recording taken of the Attendee by the Foundation or its agents shall be and remain the sole and exclusive property of the Foundation and may be stored, maintained, used, modified, published or broadcast in any medium now known or hereafter devised, without payment or compensation by any one or more of the following, namely, the Foundation, Restaurant Brands International Inc., The TDL Group Corp., Tim Hortons Advertising and Promotion Fund (Canada) Inc., Tim Hortons USA Inc., The Tim's National Advertising Program, Inc., their affiliated or related entities, and their advertising and promotional agencies.

SURVEY INFORMATION:

In order to consistently improve programming efforts and provide a meaningful experience to young people at camp, we collect & analyze data that includes, but is not necessarily limited to, an Attendee survey administered at, before, or after each camp visit. This information is used not only to inform decision making for program development, but may also be used by the Foundation, Restaurant Brands International Inc., The TDL Group Corp., Tim Hortons Advertising and Promotion Fund (Canada) Inc., Tim Hortons USA Inc., The Tim's National Advertising Program, Inc., their affiliated or related entities, and their advertising and promotional agencies, for the purpose of promoting the efforts, activities, and results of the Foundation.

ACKNOWLEDGEMENT & CONSENT

I have read the above and understand that in participating in the activities above, I am consenting to my (or my child's) participation and have assumed all of the risks indicated above.

Name of Attendee: _____

Signature of Attendee: _____ **VOID** _____

Name of Parent/Guardian (if Attendee is under the age of 18): _____

Signature of Parent/Guardian (if Attendee is under the age of 18): _____ **VOID** _____

Date: _____

