



# TORONTO DIGITAL PHOTOGRAPHY CLUB - RELEASE AND WAIVER

Participant Name (PRINT): \_\_\_\_\_ Age (if under 18 years): \_\_\_\_\_.

1. By signing this Release and Waiver (the "Waiver") I acknowledge and agree that I understand the Toronto Digital Photography Club may provide me or the minor for whom I am the legal guardian, the opportunity to participate in activities that may entail certain inherent risks, dangers, and hazards, and I freely accept and consent to taking such risks, dangers and hazards, and participating in the Activity. I further acknowledge and agree that the Activity is and shall be at our own risk against all injury, loss, damage or casualty to ourselves and/or others involved in the Activity, and/or our/their property.
2. In consideration of participation in the Activities, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, to the extent permitted by law, I (on behalf of the Minor if the participant is under 18 years), agree to indemnify, hold harmless and waive all claims against and covenant not to sue the Toronto Digital Photography Club, and their respective directors, officers, agents, representatives, successors and assigns (collectively, "Released Parties") in connection with any claims, suits, costs, (including legal fees), demands, damages, actions, or causes of action whatsoever including, without limitation, any liability for bodily injury, death or damage to property sustained by me, or the Minor if applicable, or any other person or entity, which may arise directly or indirectly from or in connection with the Activities or the Minor's participation in the Activities, or any use by the Toronto Digital Photography Club of any materials related to the Activities, including personal information set forth in this Waiver.
3. The provisions of this Waiver shall enure to the benefit of the Released Parties and the respective successors and assigns and shall be binding upon myself, the Minor, its heirs, executors, administrators, legal representatives, successors and assigns.
4. The provisions of this Waiver shall be governed by and interpreted in accordance with the laws of the Province of Ontario and we irrevocably attorn to the exclusive jurisdiction of courts of such Province. If any portion of this Waiver shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.
5. I further understand and accept that this Waiver applies to any and all guests or participants which may be brought by me to any club event or activity and I hereby undertake and agree to make any guest or participant brought by me aware of this liability waiver and will ensure their acceptance of these terms before they participate.
6. I hereby acknowledge and declare that I, and on behalf of the Minor, if the participant is under the age of 18 years, as his/her parent or legal guardian: (a) have read, understood and declared myself satisfied with the contents of this Waiver; (b) agree to all of its provisions; and (c) have the legal authority to give and sign this Waiver.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .  
CITY DAY MONTH YEAR

Applicant/Participant signature: \_\_\_\_\_ .

Name of parent/legal guardian (where applicant is under 18 years) **-(print)**: \_\_\_\_\_ .

Parent/Guardian signature: \_\_\_\_\_ .