

GEORGE JEFFREY CHILDREN'S CENTRE AND GEORGE JEFFREY CHILDREN'S FOUNDATION, hereinafter "GEORGE JEFFREY"
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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

PLEASE READ CAREFULLY!

Name: _____ Telephone: _____

Address: _____

ASSUMPTION OF LEGAL AND PERSONAL RISK:

I AM AWARE THAT THERE IS POTENTIAL RISK FOR SERIOUS INJURY OR DEATH INVOLVED IN SOAPBOX DERBY RACING. I freely accept and fully assume for myself, my minor child (the "Participant"), or both all such risks, dangers and hazards, including risk of personal injury, death or property loss resulting from my or the Participant's participation in Soapbox training or racing. I AM AWARE that these sports have serious risks of injury or death from many activities or causes, including without limiting the generality of the following: Falling out, colliding with fixed or moving objects, upset or collision, mechanical failure, driver or passenger error, or otherwise.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of approval to participate in the activity of Soapbox Racing or Practising at Thunder Bay or other sites, **I hereby agree as follows:**

1. **To waive any and all legal claims** that I or the Participant have or may in the future have against GEORGE JEFFREY, its directors, officers, employees or agents, representatives or any person in any way connected with GEORGE JEFFREY, including without limiting the generality of the following, the Corporation of the City of Thunder Bay (all of whom are hereinafter collectively referred to as releasees); to release the releasees from any and all liability for any loss, damage, injury or expense I or the Participant may suffer, or that my next of kin may suffer as a result of my or the Participant's participation in the activity of Soapbox racing and training in Thunder Bay or other sites, due to any cause whatsoever including negligence, breach of contract, or breach of the statutory or other duty of care. I acknowledge my responsibility to ensure my own and the Participant's personal and adequate medical health, dental and accidental insurance coverage, as well as protection of my and the Participant's personal possessions.

Initial _____

2. **I agree to hold Harmless and Indemnify the Releasees** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my or the Participant's participation in this activity.

Initial _____

3. **This Agreement shall be Effective and Binding** upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my or the Participant's death or incapacity.

Initial _____

4. **In signing** the foregoing release, I hereby acknowledge and represent that I have read the foregoing release, I understand it and agree to it voluntarily, that I am 18 years of age or older and of sound mind.

Initial _____

5. **I agree** to wear, have the participant wear, or both wear at all times, while participating in the GEORGE JEFFREY Event/ Soapbox Races, including any practice sessions, an approved helmet and other required safety equipment or devices.

Initial _____

6. **I agree** that any photo taken of me or the Participant, or in which I or the Participant may appear may be used by GEORGE JEFFREY for any purpose, including publicity and commercial exploitation and this shall constitute my consent to such use.

Initial _____

7. **In entering into this Agreement**, I am not relying upon any oral or written representations or statements by the releasees other than what is set forth in the Agreement.

Initial _____

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, THE PARTICIPANT, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2018.

Signature

Witness

Name of minor child (the "Participant")

Waiver of Liability Release Indemnification & Hold Harmless Covenant For Youth Participant

(George Jeffrey Children's Centre Soapbox Races Event)

I, _____ hereby consent to have _____ participate
(parent/guardian) *(participant)*

in the George Jeffrey Children's Centre Soapbox Races event (the "Event"), which includes any trial runs and/or practice sessions. I fully understand that the Event is supervised and controlled by George Jeffrey Children's Foundation as the "Organizers."

I do hereby forever release and discharge George Jeffrey Children's Centre and the Organizers and each of their respective directors, members, trustees, agents, representatives, officers, sponsors, licensors, servants, employees and volunteers and agree to indemnify and hold them harmless from and against any and all causes of action of whatsoever kind or nature arising out of or related to any loss, damage or injury including death etc. that may be sustained by my minor child (the "Participant"), myself or my property for whatever reason while participating in the Event or entering the event grounds (the "Premises") whether such loss, damage or injury is the result of negligence, breach of trust or breach of fiduciary duty on the part of the Organizers, or any other reason or cause. I am aware, fully understand and acknowledge the risk and hazards inherent with soapbox racing and of participating in the Event, including its practice sessions, and entering the Premises including the raceway and spectator areas. I also represent and warrant that the Participant and I have sufficient medical coverage to cover our participation in the Event and I hereby consent to have the Participant and/or myself receive any medical treatment, at my own expense, that may be deemed to be advisable in the event of injury and/ or illness during the Event.

I consent to the publication or use in any form whatsoever of my and the Participant's names, images or statements or otherwise in any context pertaining to the Event or otherwise before, during or after the Event whether for advertising, promotion or otherwise.

This waiver shall be binding on my heirs, executors, administrators, and legal representatives. I hereby declare that I am 18 years of age or older and am competent to sign this waiver. In this waiver, the following words have the following meanings: "I" means the person named as "Parent/Guardian" and includes that person's heirs, executors and administrators.

Minor Child Participant Name and Date of Birth

Minor Child Participant: Printed Name	Minor Child Participant: Date of Birth
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Parent/Guardian Name and Signature

Parent/Guardian: Printed Name	X Parent/Guardian: Signature	Date
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Witness Name and Signature

Witness: Printed Name	X Witness: Signature	Date
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