

# CONSENT, WAIVER AND RELEASE

Mādahòkì Farm Planting, Ottawa, Ontario

June 14, 2025, 10 AM to 12 PM

(hereinafter, the “Event”)

1. I, \_\_\_\_\_ (print full legal name), hereby agree as a precondition to my **voluntary participation** in the Event and in consideration of Forêt Capitale Forest and the National Capital Commission allowing the undersigned to participate, that I will strictly be bound by the terms of this Consent, Waiver and Release.
2. I confirm that I have the physical capacity reasonably necessary to engage in the Event and that I am not aware of any medical or other reason why I am not fit to participate in the Event. I understand and acknowledge that participation in the Event, as well as transportation to and from the Event, carries certain inherent risks and liability that cannot be eliminated regardless of the care taken to avoid such risks and liability. I hereby agree to assume all risks and danger of personal injury to me and/or to third parties and all other hazards arising from, in any way related to or in connection with, my participation in the Event.
3. I further acknowledge and agree, for myself and on behalf of and for all my heirs, executors, and administrators, to forever release, discharge, fully indemnify and save harmless Forêt Capitale Forest, the National Capital Commission and their affiliates (collectively, “**Organizations**”) and each of their respective directors, officers, shareholders, employees, successors, assigns and persons acting on their behalf (collectively, the “**Indemnified Parties**”), from any and all claims, demands, losses, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, whatsoever on account of damage to or loss of property, physical or mental injury or death to myself or to a third party, at any time howsoever arising, in whole or in part, directly or indirectly, from or in consequence of my involvement in the Event including, without limitation, my transportation to and from the Event, and whether or not such damage, loss, injury or death to myself or to a third party is due to the negligence of any person whatsoever, including without limitation, any fellow participants in the Event.
4. In consideration of value received, the receipt of which is hereby acknowledged, I hereby grant permission to Organizations and anyone acting on their behalf, to take visual and audio recordings of me at the Event and to use, regardless of modifications or alterations, such recordings and/or my name, likeness relevant biographical information and any other indicia of my identity for any purpose whatsoever including, and without limitation, public advertising and non-public exhibition throughout the world in perpetuity without further notice or compensation, in any manner or media whatsoever, including print, broadcast or the Internet.
5. I waive the opportunity or right to inspect or approve the finished product or the use to which it may be put or the copy and/or illustrations used in connection therewith.
6. I hereby assign copyright, and waive all rights with respect thereto to Organizations, in perpetuity and I sell, assign and transfer my right title and interest in and to all photos, negatives, sounds, imagery, film, print, video recordings and reproductions thereof. I release all my rights, claims, demands, actions which I may or can have against Organizations on account of the use of said recordings.
7. I hereby provide my consent to Organizations’ collection, use and disclosure of my image, name, voice and comments in the manner and for the purposes described above, including my identification as a volunteer, customer or guest of Organizations.

8. I acknowledge that I am signing this waiver freely and voluntarily, and in doing so I have waived my right to seek independent legal advice, and for greater certainty, intend by my signature to completely and unconditionally release the Indemnified Parties from liability to the greatest extent allowed by law.
9. I hereby warrant that I am of full legal age. If the Participant is under the age of majority in the jurisdiction where they reside, I confirm that I am his or her parent or legal guardian and that I have executed this Consent, Waiver and Release for and on behalf of the participant.

Name of Participant:  
(please print)

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Name of Guardian (if  
applicable):

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Date:

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Signature of  
Participant / Guardian:

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Emergency Contact of  
Participant

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Relationship to  
Participant

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Emergency Contact  
Phone number

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