

## THUNDER BAY POLAR BEAR PLUNGE– 2020 WAIVER

### Grant of Non-Revocable License

I hereby grant Roots to Harvest a non-revocable license to use any images(s), whether photograph(s) or video(s), taken of me or containing me in them and while in the course of my involvement and/or participation with/in this event, as above-named, and to use my name, image(s) and any comments that I have made about this event, as above-named, in the promotion of this event and/or the promotion of Roots to Harvest through a variety of mediums, including print, online, newspaper or television.

### Acceptance of Risk and Agreement of Release and Waiver of Liability

As a participant in the above-named event, "THUNDER BAY POLAR BEAR PLUNGE," I recognize and acknowledge that this event may be an extreme test of my physical and/or mental abilities and hereby certify that I am fit to participate in any and all activities connected with or associated with this event and that such determination of fitness has been made by a duly qualified medical professional.

I further recognize and acknowledge that, by participating in this event, I am being subjected to certain risks of physical injury including but not limited to death which may arise from accidental contact, falling or other causes.

I therefore agree to assume responsibility for any injuries, damages or loss which I may sustain as a result of participating in any and all activities connected with or associated with this event, except if caused by the sole negligence of Roots to Harvest. I hereby release, waive and discharge Roots to Harvest, its directors, officers, shareholders, employees, event organizers, the City of Thunder Bay, the Lakehead District School Board, the Thunder Bay Catholic District School Board or agents from any and all liability, claim, damages and losses arising out of any loss, damage or injury that may be sustained by me or to any property belonging to me while participating in this event or any and all activities connected with or associated with this event.

It is my express intent that this Acceptance of Risk and Agreement of Release and Waiver of Liability shall bind me and any and all members of my family, my heirs and my assigns. This agreement shall be construed in accordance with the laws of the Province of Ontario and, should any portion of this agreement be determined by a court of competent jurisdiction to be in contravention of such laws, such portion is to be considered null and void and having no force and effect, the rest of the agreement, following such determination, remaining unaffected.

I further agree that participation in this event is at my own discretion and judgment. I further understand that, should Roots to Harvest discover that I have not satisfied any one of these requirements, or that I am either attempting to participate or are participating in any and all activities connected with or associated with this event while intoxicated, either as a result of having consumed, ingested or otherwise been administered, either voluntarily or involuntarily, alcohol or any other intoxicating substance, it may, at its own discretion, terminate my participation in this event.

I have read and fully understand the above Acceptance of Risk and Agreement of Release and Waiver of Liability and I voluntarily sign this agreement.

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Name (Printed)

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Signature

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Date