
2023 Kiwanis Music Festival of Guelph - LIVE PARTICIPATION

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in person or is the parent/guardian of the participant who desires to participate in person in the live 2023 Kiwanis Music Festival in Guelph (the "Activity") and in consideration of the Kiwanis Music Festival of Guelph (referred to as "KMF") permitting the individual to engage in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

1. I am aware of the highly contagious nature of bacterial and viral diseases, including but not limited to the 2019 novel coronavirus disease (COVID-19) (collectively referred to herein as the "Disease"), and the risk that I may be exposed to or contract the Disease by engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the KMF and/or its volunteers. I understand that while the KMF has implemented preventative measures to reduce the spread of the Disease, the KMF cannot guarantee that I will not become infected with the Disease or other infectious diseases while engaging in the Activity and that engaging in the Activity may increase my risk of exposure to and/ or contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I EXPRESSLY ACKNOWLEDGE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO ATTEND ALL CLASSES VIRTUALLY AND I DECLINE TO DO SO. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY ENGAGING IN THE ACTIVITY, OR TRAVELING TO PARTICIPATE IN THE ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE KMF OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the KMF or any Releasees or otherwise (the "Released Claims"). I covenant not to make or bring any such Released Claims against the KMF or any other Releasee, and forever release and discharge the KMF and all other Releasees from liability for any and all Released Claims.

3. I am familiar with all federal, provincial, and local laws, orders, directives, and guidelines related to the Disease. I will comply with all such orders, directives, and guidelines while engaging in the Activity, including, without limitation, requirements relating to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the KMF while engaging in the Activity, I agree not to participate in the Activity if I am experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if I have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed or is suspected of having the Disease.

4. Solely in the event that a claim is asserted against any Releasee due to my breach of any of my obligations in Paragraph 3 above, I shall defend, indemnify, and hold harmless the KMF and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable legal fees and disbursements, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers), that are incurred by and/or awarded against the KMF or any other Releasees in any final judgment, award, or settlement that arises out of or results from any such claim.

5. This Agreement constitutes the sole and entire agreement of the KMF and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such term shall be severable from this Agreement and shall not affect the validity or enforceability of any other term or provision of this Agreement; further a determination that a term is invalid, illegal, or unenforceable in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the KMF and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE KMF.