



# Beaches Sandbox

PARENT/GUARDIAN CONSENT, ACKNOWLEDGEMENT OF RISK, WAIVER,  
RELEASE AND INDEMNITY

Adult Form (for participants 18 and older)

Beaches Sandbox Foundation

Note: All references herein to the Beaches Sandbox Foundation, the owner of the building, any society or association involved in the operation of and/or provision of programs or services at the building or for the Foundation and all of their respective officials, directors, officers, employees, volunteers and agents.

Activity Name:

Date:

Time:

Activity Description:

Participants Name:

**NOTICE TO PARTICIPANT:**

It is a condition to the participants participation in the Activity that you must carefully read and understand this document and have fully reviewed and understood the activity description in the attached document sign it to acknowledge that you have read and understand it and that you understand that the your participation in the activity may expose you to risks of harm, including the risk of death, and that you accept and consent to the activity and full responsibility for exposing yourself to such risks.



AWARE OF RISKS

I AM AWARE OF AND NOW FREELY ACCEPT AND ACKNOWLEDGE ALL RISKS TO MYSELF IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, INCLUDING AS FOLLOWS:

- (1) My participation in the Activity, even if I possess behavioural characteristics, physical health and abilities appropriate for the Activity, poses risks of harm to myself;
- (2) the nature of the Activity is such that the Foundation cannot identify all risks associated with the Activity and cannot guarantee that Foundation staff participating in the Activity will not make errors therein or that other children participating in the activities will not cause injuries therein to others that staff can or might be able to prevent.

**I AM THE PARTICIPANT, I HEREBY CONSENT TO PARTICIPATE IN THE ACTIVITY;**

**1) I NOW WAIVE ALL LEGAL RIGHTS TO ANY AND ALL CLAIMS** which I, our respective heirs, executors, successors and assigns may have against the Foundation in connection with any loss, injury, damage or expense that I may suffer, incur or experience in connection with the my participation in the Activity and

**2) I HEREBY ACKNOWLEDGE** that the organization which operates and supervises the Activity is the party legally responsible for the Activity and not the Foundation. Further, I acknowledge that the Foundation is making feasible and available the services of the organization that operates and supervises the Activity.

**3) I HEREBY RELEASE** the Foundation from any and all liability for any complaints, demands, claims, actions, suits, judgments and orders for any and all losses, injuries, damage or expenses I may suffer, incur or experience in connection with the my participation in the Activity and

**4) FOR MYSELF, I AGREE TO INDEMNIFY** the Foundation for and hold it harmless from any and all losses, injuries, damages and expenses of any kind that the Foundation may suffer, incur or experience and for any and all complaints, demands, claims, actions, suits, judgments and orders for any and all losses, injuries, damages or expenses of any kind anyone else may suffer, incur or experience in connection with the my participation in the Activity





**PERMISSION TO UTILIZE PHOTOS AND TESTIMONIALS:** I hereby authorize the Foundation to photograph and/or otherwise record images and/or sounds of or including myself while I participate in the activities described above and to freely publish and otherwise make use of as it wishes, without compensation to the myself or anyone else, all such photographic images and other recordings of the myself for purposes of documenting and promoting Foundation programs and services. Examples include: use in program brochures, on photo displays, and through Foundation social media such as web posting and video. I understand that names or any other information regarding the identification of the participant would require additional consent.

In signing this document and permitting the myself to participate in the Activity, I do not rely upon any oral or written statements, promises or other communications made by Beaches Sandbox other than that set out in this document. This document will be exclusively governed by and interpreted in accordance with the laws of Ontario and no court outside of Ontario will have any jurisdiction over this Consent, the Activity, or any of the matters arising from them.

**I HAVE READ AND I UNDERSTAND THIS DOCUMENT**

Participant Name:

Address:

Postal Code:

City:

Date:

Phone Number:

Email:

Participant Signature: