

**22nd Annual, Toronto Hike for Hospice Palliative
Care Consent, Waiver and Declaration**

I declare that I have voluntarily agreed to participate in the 22nd Annual, Toronto Hike for Hospice Palliative Care on June 9, 2024, at Riverdale Park West, Cabbage Town, Toronto Ontario [hereinafter, the “Hike”]. I acknowledge and agree that the Hike is a physical activity which is taking place in a public park, and that physical activities and public locations present inherent risks which may result in injury, illness, loss and/or damage to persons or property and assume such risks for myself and for any person(s) accompanying me, for whom I am the legal guardian (includes parent of minor(s)), authorized caregiver or signatory (members of one household entering the Hike) [hereinafter “Charge(s)”].

Medical Declaration: I declare that neither I nor my Charge(s), suffer from any health issues that would be made worse by participating in the Hike and that no medical doctor or health practitioner has advised me or my Charge(s) not to participate in the Hike for any reason.

In attending the Hike, I warrant and declare that neither I, my Charge(s), or anyone in my, or if residing separately, their household(s) or that any person with whom I or they have come into contact, has shown symptoms of or tested positive for COVID-19 within the last 5 days. And I further declare and warrant that I, my Charge(s) and those in my or, if residing separately, their household(s), have **NOT** experienced any of the following symptoms: *fever; sore throat; new/worsening cough; runny/stuffy/congested nose; nausea/vomiting/diarrhea; muscle/body aches; chills; headache; weakness/fatigue; shortness of breath; or generally feeling unwell.*

Photo and Video Consent: In consideration of the acceptance of my application to participate as an entrant in the Hike, I hereby give consent for Hospice Toronto, Philip Aziz Centre and Emily’s House [hereinafter, the “Hike Organizers”] their employees and their agents to take, use and publish visual and/or audio images and/or recordings of me, my Charge(s) and our comments. In accordance with this grant, I also waive my and my Charge(s) rights to inspect or approve finished images or electronic matter prior to publication. The Hike Organizers may use such visual and audio images, clips and/or recordings for display, editorial, advertising, promotional, trade or commercial purposes, in perpetuity, for use in any print, television, radio, electronic media and/or the internet, and I hereby waive payment of any kind whatsoever to me or my Charge(s).

I acknowledge and agree that video and/or audio images include any type of recording, including but not limited to, photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions.

Release: In further consideration of the acceptance of my application to participate as an entrant in the Hike, I hereby release and forever discharge the Hike Organizers, their heirs, executors, officers, directors, administrators, successors and assigns, affiliated companies, advertising agencies, representatives, employees and their servants and agents [hereinafter the “Representatives”] from any and all action, causes of action, claims cost and demands whatsoever in law or in equity, and payments whatsoever for damages, loss, illness, or injury or loss or damage to personal property, wherever or however arising, now or in the future, which may be sustained as a result of my or my Charge(s) participation in the Hike.

I further agree not to make any claims, demands or maintain any action or proceeding in which any claim could arise against the Hike Organizers and/or their Representatives for contribution or indemnity under the *Negligence Act* or otherwise in respect of any incident arising by my or my Charge(s) participation in the Hike, and that the terms of this agreement shall apply and be binding on my heirs, executors, administrators, successors and assigns, and on my Charge(s) heirs, executors, administrators, successors and assigns to the extent permitted by law.

I understand and affirm that the Hike Organizers or I may terminate my or my Charge(s) participation in the event at any time for any reason.

I shall, on behalf of myself and my Charge(s), submit all collected pledges to Hospice Toronto, Philip Aziz Centre or Emily’s House as applicable.

BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE HAVING READ, UNDERSTOOD, AND AGREED TO THE ABOVE. A SIGNATURE WILL BE REQUIRED ON WALK DAY BY A PARENT/GUARDIAN IF YOU ARE UNDER 18 YEARS OF AGE.

Name of Participant and/or Charges

I have the authority to bind the above-named persons.

Signature: _____ Date: _____

Print Name: