



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR THE 2023 KIDNEY MARCH

(the “Agreement”)

**BETWEEN:**

The Undersigned (the “Participant”)

and

The Kidney Foundation of Canada; Town of Turner valley, Town of Black Diamond, Rocky View County, Foothills County, City of Calgary, Alberta Environment and Parks, Kananaskis Improvement District,

(collectively the “Releasees”)

**In contemplation of the duration of the 2023 Kidney March fundraising event, which will take place over three days, beginning in the City of Calgary Alberta, and taking the Participant through the Municipalities of the Town of Turner Valley, Town of Black Diamond, the hamlet of Bragg Creek across the counties of Foothills and Rocky View, through Alberta Environment and Parks, and Kananaskis Improvement District to the campsite of Hope Mission, Camp Hope and finishing at Winsport Canada Olympic Park, Calgary Alberta or in any location you may be participating independently in a ‘virtual’ walk (collectively “the March Locations”)**

### TERMS AND CONDITIONS

IN CONSIDERATION of The Kidney Foundation of Canada permitting the Participant, **including all Marchers, healthcare professionals, corporate sponsor groups, volunteers, and staff**, to participate in the 2023 Kidney March, taking place across the March Locations, along roads, highways, trails, and within campsites, (collectively, the “**March Route**”), the Participant hereby:

1. ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that my participation in the 2023 Kidney March along the March Route involves prolonged periods of physical activity, including walking and marching, as well as potential use of motorized vehicles operated by volunteers/staff of The Kidney Foundation, and overnight camping in rural and remote areas (collectively, the “**March Activities**”);

**Participant Initial:** \_\_\_\_\_

2. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that I may not be supervised at all times while on the March Route, and that there are inherent risks of personal injury, death, or property loss in the March Activities, which include, but are not limited to, falling, tripping, slipping, loss of balance, burning, negligence of other Participants, equipment failure, fractures, spinal

cord injury, paralysis, concussion, vertigo, loss of consciousness, over exertion, fatigue, cardiac arrest, heatstroke, hypothermia, lacerations, soft-tissue injury, sprains, strains and tears of the muscles and ligaments, and the transmission or contraction of a contagious infection disease (including COVID-19), and that bodily injury to my person may further result in chronic pain and/or mental impairments that include, but are not limited to, loss of mental acuity and executive function, cognitive deficit, emotional issues, depression, anxiety and post-traumatic stress;

**Participant Initial:** \_\_\_\_\_

3. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that participation in any of the March Activities may inherently increase the risk that I contract or transmit an infectious and contagious disease, including but not limited to the novel COVID-19 Coronavirus (“COVID-19”) and its variants. The Kidney Foundation of Canada is unable to implement COVID-19 safety protocols along the March Route and during the March Activities. The Kidney Foundation of Canada cannot assure me that I will not contract or transmit COVID-19, and I am voluntarily accepting this risk;

**Participant Initial:** \_\_\_\_\_

4. FURTHER AGREES and ACKNOWLEDGES that provincial governments and public health authorities across Canada have begun to implement and enforce vaccination mandates and requirements for attendance at and participation in public events and gatherings. Consistent with this, The Kidney Foundation of Canada has implemented a [COVID-19 Vaccination Policy](#) (the “Policy”), effective November 1, 2021, and appended to the within as Schedule “A”. I declare that I will comply fully with the Policy, and that I will only work, volunteer, or participate in the 2023 Kidney March if I am “fully vaccinated” as defined by the Policy. I further declare that I will cooperate with all requests for proof of vaccination, and that I will not submit a false declaration or proof in this regard. I understand and acknowledge that if I am found to have submitted a false declaration or proof regarding my vaccination status, I will be immediately removed from the 2023 Kidney March, and I will be legally liable to the Kidney Foundation of Canada and other participants for any and all resulting damages.

**Participant Initial:** \_\_\_\_\_

5. FURTHER AGREES and DECLARES that I will conform to any and all directives, recommendations, orders, or protocols given by any local government or health authority in the March Locations with respect to COVID-19 safety (collectively, “the Protocols”), for the entire duration of my participation in the March Activities. I also AGREE that I will not participate in the 2023 Kidney March under any circumstances if I feel unwell, have a fever, exhibit a cough, am experiencing any other similar symptoms associated with COVID-19, have any reason to believe that I may be infected with COVID-19, or if I have tested positive for the COVID-19 virus;

**Participant Initial:** \_\_\_\_\_

6. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that consuming or being under the influence of illegal narcotics is absolutely prohibited during the 2023 Kidney March, and that consuming or being under the influence of alcohol, illegal narcotics, or cannabis while participating in any of the March Activities is prohibited and increases the likelihood of the risks, dangers, and injuries which are outlined in paragraph two (2) above;

Participant Initial: \_\_\_\_\_

7. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that, if I volunteer during the 2023 Kidney March, my volunteer work along the March Route may involve participation in potentially dangerous and hazardous activities, including but not limited to operating motor vehicles, (collectively, the “**Volunteer Activities**”). The Volunteer Activities may attract a particular level of risk, above and beyond the March Activities, especially when motor vehicles are involved;

Participant Initial: \_\_\_\_\_

8. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the March Locations, the March Route, the March Activities, and the Volunteer Activities can be located and take place in remote areas which can be difficult to access for emergency services and medical personnel. This could increase the response time for emergencies, which in turn could increase the likelihood of or exacerbate the risks, dangers, and injuries which are outlined in paragraph two (2);

Participant Initial: \_\_\_\_\_

9. ACCEPTS and VOLUNTARILY ASSUMES ALL RISKS, DANGERS AND HAZARDS, KNOWN OR UNKNOWN, caused by any means whatsoever, including, but not limited to participation in the March Activities or Volunteer Activities; environmental risks such as forest fires or flash flooding, or other extreme or inclement weather conditions, wildlife interaction, etc., the negligence of other Participants; the negligence of the Releasees, their present or future directors, officers, shareholders, representatives, agents, employees, staff members, contractors, affiliates, associates, franchises, volunteers, joint venturers, or subsidiaries (collectively, the “**Released Parties**”), including the failure on their part to take reasonable steps to safeguard, warn or protect the Participant from the risks, hazards and dangers of participating in any activity covered by this Agreement, including but not limited to the March Activities or Volunteer Activities, or in any way otherwise related to the Participant’s participation in the 2023 Kidney March;

Participant Initial: \_\_\_\_\_

10. In consideration of The Kidney Foundation of Canada permitting me to participate in the 2023 Kidney March, as well as allowing me to participate in the March Activities and Volunteer Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I HEREBY AGREE NOT TO CLAIM AGAINST OR SUE THE RELEASED PARTIES AND TO WAIVE ANY CLAIMS AGAINST THE RELEASED PARTIES**, for myself and my representatives, dependents, permitted assigns, heirs, executors, assigns, administrators, and next of kin, from any and all liability for any loss, damage, disease contraction/transmission, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of or in any way related to my participation in the 2023 Kidney March, or participation in any of the March Activities or Volunteer Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C. 337, ON THE PART OF THE RELEASED PARTIES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASED PARTIES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;**

Participant Initial: \_\_\_\_\_

11. FURTHER AGREES that if, notwithstanding my execution of this Agreement, I, or anyone on my behalf, make(s) a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Parties from any indemnity, litigation expenses, fees, loss, liability, damage or costs, which any of the Released Parties may incur as a result of such claim;

**Participant Initial:** \_\_\_\_\_

12. ACKNOWLEDGES that I have been informed of my right to obtain INDEPENDENT LEGAL ADVICE prior to signing this Agreement as I am GIVING UP IMPORTANT LEGAL RIGHTS as a result of accepting the terms and conditions of this Agreement in exchange for being permitted to participate in the 2023 Kidney March. I FURTHER ACKNOWLEDGE that by signing this Agreement I have either obtained independent legal advice or have WAIVED the right to obtain such independent legal advice and proceed fully understanding that I am GIVING UP THE LEGAL RIGHT TO SUE, even in the event of negligence or breach of contract on the part of any of the Released Parties, and any rights my dependents, heirs, assigns or beneficiaries may have to sue the Released Parties, resulting from injury to my person or my death;

**Participant Initial:** \_\_\_\_\_

13. WARRANTS that I am not relying on The Kidney Foundation of Canada to carry or maintain any health, medical, disability, or any other insurance coverage for me, and that I have considered the purchase of third-party medical and/or travel insurance for the purpose of insuring the risks assumed herein or otherwise, and that: (i) I am physically capable of participating in the March Activities and Volunteer Activities, and (ii) If, at any time, I believe that conditions surrounding the 2023 Kidney March have become unsafe, or if I am requested by any representative of The Kidney Foundation of Canada to discontinue participation, I will immediately discontinue participation in the March Activities or Volunteer Activities;

**Participant Initial:** \_\_\_\_\_

14. AGREES that if I become ill or injured during my participation in the March Activities or Volunteer Activities, the Released Parties have my permission to provide first aid and/or medical treatment and/or to seek emergency medical or rescue services as they deem necessary, and at their exclusive discretion, and to provide information about my medical condition and history to third party caregivers.

**Participant Initial:** \_\_\_\_\_

15. ACKNOWLEDGES and AGREES that my safety and the safety of any minor (under the age of 18) under my care or supervision remains my SOLE RESPONSIBILITY, and I WARRANT AND COVENANT that I WILL NOT LEAVE A MINOR under my care unattended at any time, and that I WILL ENSURE THAT ANY MINOR under my care who participates in any of the March Activities does so in a careful, prudent, and responsible manner, including the compliance of all COVID-19 health and safety protocols as set out above;

**Participant Initial:** \_\_\_\_\_

16. CONSENTS, to the use in perpetuity of my name, photograph, likeness and/or voice, or that of any minor under my care, in any promotional material, media or social media posting, including, but not limited to, Facebook, Instagram, and Twitter, without compensation, and in any future publicity carried out by The Kidney Foundation of Canada; and

Participant Initial: \_\_\_\_\_

17. ACKNOWLEDGES THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT **I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY ACCEPTING THE TERMS OF THIS AGREEMENT, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES**, ACCEPTED IT FREELY AND WITHOUT ANY INFLUENCE, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

Participant Initial: \_\_\_\_\_

Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

*As of date of registration. I confirm I am over 18 years old.*

If signing on behalf of a minor, use the below signature line:

Minor's Name: \_\_\_\_\_

Name of Parent/Legal Guardian \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**AGREEMENT IN FULL FORCE AND EFFECT FOR ENTIRETY OF 2023 KIDNEY MARCH**

