



2023 KIDNEY FOUNDATION OF CANADA 2023 KIDNEY MARCH RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. READ CAREFULLY.

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”)

• IN CONSIDERATION of the acceptance of my application and the granting of permission for me to participate in the 2023 Kidney Foundation of Canada Kidney March and any or all of its associated events, I, for myself and all of my heirs, executors, administrators, personal representatives, successors and assigns (collectively referred to as the “RELEASEES”) WAIVE, RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE, The Kidney Foundation of Canada, and all/or other organizers, associations, sanctioning bodies and sponsoring companies, and all of their respective past, present and future representatives, parent companies, subsidiaries, divisions, affiliates, controlling persons, suppliers, distributors, contractors, agents, officials, assigns, servants, professional advisors and insurers, and all of their officers, directors, employees, shareholders, predecessors, successors in interest, assigns, heirs, executors, administrators or personal representatives, as may be applicable, the March Locations, (collectively referred to as the “RELEASEES”), from any and all causes of action, actions, suits, claims and demands for damages, liability, indemnity, expenses, interest, fees and costs, including legal fees and disbursements, whether at law or in equity or under any statute, in respect of death, injury, loss or damage of every nature and kind however occurring or caused, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with my participation in The Kidney Foundation of Canada Kidney March, whether as a spectator, participant, competitor or otherwise, whether such death, injury, loss or damage occurs prior to, during or subsequent to The Kidney Foundation of Canada Kidney March, and despite that any such death, injury, loss or damage may have been caused by, contributed to or occasioned by the negligence of any of the RELEASEES.

• In particular, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the event and that such exposure or infection, particularly for unvaccinated individuals, may result in personal injury, illness, permanent disability, or death.

The Kidney Foundation of Canada strongly recommends that all participants continue to provide themselves with the highest level of protection against COVID-19, including available vaccination protocols.

The Kidney Foundation of Canada also recommends and encourages parents, guardians, and caregivers to continue with the layers of protection that make them feel at ease and which can continue to decrease COVID-19 transmission, including masking. It is important to show respect for others and their individual choices, based on their own assessment of their risk – or the risk to a loved one,

- I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES from and against any and all liabilities, losses, damages, interest, costs and expenses incurred by me and/or the other RELEASORS arising out of, as a result of or in any way connected with my attendance at and/or participation in The Kidney Foundation of Canada Kidney March, regardless of whether such liability, losses, damages or costs were caused by, contributed to or occasioned by the negligence of any of the RELEASEES or otherwise.
- I WILL NOT MAKE ANY CLAIM, take any proceeding, or commence or maintain any action in connection with the matters which are released and discharged above against any other person or corporation who might assert a claim over or against any of the RELEASEES, or who might claim contribution or indemnity from the RELEASEES.
- I ACCEPT AND ASSUME FULL RESPONSIBILITY for any and all risks of bodily injury, death or property damage arising out of or related to The Kidney Foundation of Canada Kidney March, whether caused by, contributed to or occasioned by the negligence of the RELEASEES or otherwise. I agree that at all times prior to, during or subsequent to The Kidney Foundation of Canada Kidney March, I will be solely responsible for the safety of my person and my property.
- I AGREE that this Release, Waiver of Liability, and Indemnity Agreement (this "Agreement") extends to cover all acts of negligence by the RELEASEES and is intended to be as broad and inclusive as is permitted by the laws of the province in which The Kidney Foundation of Canada Kidney March, is conducted. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, provincial or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, then all remaining provisions of this Agreement will otherwise remain in full force and effect and will be construed as if such invalid portion or portions had not been included in this Agreement.
- I am physically fit and in the proper physical condition to participate in The Kidney Foundation of Canada Kidney March. 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;
- I AGREE 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.
- I FURTHER ACKNOWLEDGE, AGREE and REPRESENT 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 risks, dangers, and injuries.
- I FURTHER ACKNOWLEDGE, AGREE and REPRESENT that I UNDERSTAND that consuming or being under the influence of illegal narcotics is 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.
- I consent to the collection, use and disclosure by any of the RELEASEES of my name, photograph, image, video image(s)/actions and/or other likeness in any publications or advertising, in any form or media, including but not limited to printed materials, the Internet (including social media) and broadcasts regarding the event

(collectively, the “Materials”). I release the RELEASEES from all liability, actions, causes of action, claims, costs and payments for damages, loss, or injury, however occurring as a result of the use of my name, photograph, image, video image(s)/actions and/or other likeness in the Materials.

- By submitting this registration form to The Kidney Foundation of Canada, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, fully understand its terms without reservation, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, final and unconditional release of all liability to the greatest extent allowed by law.

- Any person under the age of eighteen years who completes a registration form will have this Agreement signed by his or her parent or legal guardian who is over the age of eighteen years and will present the signed Agreement to The Kidney Foundation of Canada’s representative or designate on the day(s) of The Kidney Foundation of Canada Kidney March.

Date: _____

Name of participant (print): Signature of participant: _____

Name of parent/guardian (print): _____
(If participant is under 18 years of age)

Signature of parent/guardian: _____
(If participant is under 18 years of age)

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

