

Waiver

Accept the waiver below to continue

The Heart and Stroke Foundation of Canada and its affiliates (collectively, “**HSF**”) **REQUIRES ALL PARENTS AND GUARDIANS WHO HAVE A MINOR CHILD PARTICIPATING IN THE HSF JUMP ROPE FOR HEART FUNDRAISING PROGRAM (THE “PROGRAM”) TO AGREE TO AND ABIDE BY THE TERMS AND CONDITIONS set forth in this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the “Release and Waiver Agreement”).**

In consideration for allowing my child to participate in the Program, and by clicking on "I Agree", I, my personal representatives, assigns, heirs and next of kin, acknowledge, agree, warrant and covenant as follows:

1. **ACKNOWLEDGE, AGREE and REPRESENT** that I am the parent or legal guardian of a child who intends to participate in the Program, **I UNDERSTAND** the nature of the Program and the risks associated with participation in the Program, including **the risk of injury, whether serious or not, and possibly death;**

2. **WARRANT** that (i) my child is in good health and proper physical fitness to enable participation in the Program, including any ancillary activities associated with the Program, and that my child has my permission to participate in the Program, including online fundraising; (ii) if, at any time, I believe that any conditions or equipment used during the Program is unsafe, or that my child is incapable of continuing, or if my child is requested by any representative of the Released Parties (named below) or by any medical personnel to discontinue participation, my child will immediately discontinue further participation in the Program;

3. **HEREBY ACCEPT and ASSUME ALL RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, AND/OR DAMAGES FOR ANY INJURY SUFFERED BY MY CHILD OR TO MY CHILD’S PROPERTY BY ANY MEANS AND HOWSOEVER CAUSED EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTIES NAMED BELOW, WHILE PARTICIPATING IN THE PROGRAM, WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE;**

4. **ACKNOWLEDGE and AGREE** that the safety of my child **REMAINS MY SOLE RESPONSIBILITY** and that I have given my child safety warnings including not to solicit funds from strangers and not to solicit door to door without a parent or legal guardian;

5. **ACKNOWLEDGE, AGREE and WARRANT** that my child will use **appropriate and proper safety equipment** during the Program and only use equipment that is **mechanically fit** for its intended purpose and **within approved Canadian Government standards;**

6. **HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** HSF, any municipality, sponsoring organization, or suppliers or their respective administration, directors, agents, officers, officials volunteer, and employees, OR other participants in, any sponsors or advertisers of, or, if applicable, any owners or lessors of premises on which the Program or any of the activities related to the Program takes place, (each considered one of the “**RELEASED PARTIES**” in this Agreement) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY CHILD’S ACCOUNT IN RELATION TO MY CHILD’S PARTICIPATION IN THE EVENT WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE AND WHETHER PRIOR TO, DURING OR SUBSEQUENT TO THE PROGRAM, WHICH IS CAUSED OR ALLEGED TO BE CAUSED IN ANYWAY IN WHOLE OR IN PART, BY THE RELEASED PARTIES, INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR OTHERWISE;**

7. **FURTHER AGREE** that if, despite this RELEASE AND WAIVER AGREEMENT, I, my child, or anyone on my behalf, make a claim against any of the Released Parties, **WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES** from any litigation expenses, attorney fees, loss, liability, damage or cost which any of the Released Parties may incur as a result of such claim;

8. **ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF MY RIGHT TO OBTAIN INDEPENDENT LEGAL ADVICE** as I am GIVING UP IMPORTANT LEGAL RIGHTS as a result of accepting the terms and conditions of this Release and Waiver Agreement in exchange for my child’s participation in the Program. I FURTHER ACKNOWLEDGE that by clicking ‘I Agree’ I have either obtained that legal advice or have WAIVED the right to obtain such legal advice and proceed fully understanding that I am **giving up the legal right to sue, even in the event of negligence** on the part of the Released Parties, and any rights my heirs, assigns or beneficiaries may have to sue the Released Parties;

9. ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER AGREEMENT, FULLY **UNDERSTAND ITS TERMS AND CONDITIONS**, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING THE TERMS OF THIS RELEASE AND WAIVER AGREEMENT, ACCEPTING 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.

* I agree.