



Thank you for registering for the 4th Life After Cancer Conference!

The last step in your registration is completing and submitting the wavier you will find on the next three pages. **Please be sure to initial each section (either by typing or writing your initials in the appropriate spot beside each clause), before completing the bottom section and signing the document.**

Once initialed and signed, completed forms may be submitted in one of three ways:

1. Scan and email to cslaughter@pogo.ca
2. Print and fax to 416-592-1285
3. Print and mail to
POGO
c/o Claire Slaughter Program Assistant, Communications and Education
480 University Ave. Suite 1014
Toronto, ON M5G 1V2

PLEASE NOTE: YOU WILL NOT BE ALLOWED TO ATTEND CAMP WITHOUT A SIGNED WAVIER.

Questions?

Contact Claire Slaughter cslaughter@pogo.ca or 416-592-1232 ext. 241

OOCH/POGO SURVIVOR CONFERENCE (SEPTEMBER 20-22, 2019) (THE "CONFERENCE")
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
(THIS "WAIVER")

**BY SIGNING THIS WAIVER YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE**

TO: CAMP OCHIGEAS and PEDIATRIC ONCOLOGY GROUP OF ONTARIO (collectively, the "Organizers")

ASSUMPTION OF RISK

The undersigned, (for myself and my representatives, dependents, permitted assigns, heirs, executors, administrators and next of kin) hereby:

1. ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that the CONFERENCE itinerary includes, without limitation, **water activities** such as canoeing, kayaking, paddle boarding, fishing, and swimming, **land activities** such as team sports, rock-climbing, ropes course, and archery, **and other outdoor and indoor activities** such as pottery, cooking, woodworking, music, and arts and crafts, which activities include but are not limited to use of the facilities and amenities located at Camp Oochigeas' camp property at 4256 Highway 141, Rosseau, ON P0C 1J0, and use of facilities and amenities located off of Camp Oochigeas' property, and that some of these activities may involve transportation to and from different locations by motor vehicle (and these motor vehicles may or may not be owned and/or operated by the Organizers) and that transportation by motor vehicle may be offered to me by the Organizers' staff or volunteers as well as by other people (collectively, the "Camp Activities");

Participant Initial: _____

2. FURTHER ACKNOWLEDGES, AGREES and REPRESENTS that I UNDERSTAND that there are inherent risks in the Camp Activities, which include, but are not limited to, physical or unforeseen dangers that may result in fractures, spinal cord injury, paralysis, concussion, brain injury, vertigo, loss of consciousness, over exertion, fatigue, cardiac arrest, lacerations, soft-tissue injury, sprains, strains and tears of the muscles and ligaments, burns, and drowning, and that bodily injury to my person may further result in mental impairments that include, but are not limited to, loss of mental acuity and executive function, cognitive deficit, depression, anxiety and post-traumatic stress;

Participant Initial: _____

3. ACCEPTS and VOLUNTARILY ASSUMES ALL RISKS OF BODILY INJURY, MENTAL IMPAIRMENT OR DEATH, KNOWN AND UNKNOWN, AND ASSUMES ALL RESPONSIBILITY for any losses, expenses, costs, and/or damages that may be suffered by me, or to my property, by any means and howsoever caused, even if caused, in whole or in part, by the negligence or breach of any of the Organizers and/or any of their present or future directors, officers, debt holders, security holders, representatives, agents, employees, contractors, affiliates, associates, franchises, joint venturers, subsidiaries, and related parties, whether foreign or domestic of the Organizers, including, without limitation, Camp Hollyburn (1986) Limited, (collectively, the "Organizers' Group") occurring while I am a spectator at, or during my participation in, the Camp Activities or any part of the CONFERENCE;

Participant Initial: _____

4. ACKNOWLEDGES and UNDERSTANDS that this Waiver is an expressed assumption of risk, including under the *Occupiers' Liability Act*, and, to the fullest extent allowable by law, it is my intent that by assuming such risks I relieve the Organizers' Group from any duty to protect me from such risks;

Participant Initial: _____

MEDICAL MATTERS

5. WARRANTS that to my knowledge, I have no physical or emotional condition which would cause me to be a risk to myself or others while participating in Camp Activities;

Participant Initial: _____

6. WARRANTS that I am not relying on the Organizers to carry or maintain any health, medical, disability, or any other insurance coverage for me and have considered the purchase of third-party medical insurance for the purpose of insuring the risks assumed in this waiver or otherwise, and that: (i) I am in good health and of proper physical fitness to enable participation in the Camp Activities, including any ancillary activities associated with the CONFERENCE; and (ii) if, at any time, I believe that any equipment used during the Conference is unsafe, or that I am incapable of continuing my participation in any Camp Activities or the CONFERENCE, or if I am requested by any representative of the Organizers or medical personnel to discontinue participation, I will immediately discontinue further participation in the Camp Activities or the CONFERENCE, as applicable;

Participant Initial: _____

7. AGREES that if I become ill or injured while I am a spectator at, or during my participation in, Camp Activities or attendance at any part of the CONFERENCE, the Organizers have my permission to provide first aid treatment and/or to seek emergency medical or rescue services as they deem necessary or desirable, at my cost, and to provide information about my medical condition and history to third party caregivers;

Participant Initial: _____

WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY

8. In consideration for the privilege of attending the Conference and other good and valuable consideration, RELEASES, FOREVER DISCHARGES, AND COVENANTS **NOT TO CLAIM AGAINST and/or SUE** any member(s) of the Organizers' Group and/or any other participant, volunteer, guide, instructor, or employee or contractor of any facilitator of the Camp Activities, any sponsors or advertisers, or, if applicable, any owners or lessors of premises on which the Camp Activities occur, (hereinafter singularly referred to as a "RELEASED PARTY" and collectively referred to as the "RELEASED PARTIES") from any and all causes of action at law or in equity, liability, claims, demands, losses or damages or other relief, as a result of the undersigned's participation in the Camp Activities or the undersigned's attendance at the Conference (including travel to, from and during such Camp Activities and the Conference), which is caused or alleged to have been caused in any way, in whole or in part, by the RELEASED PARTIES or any one or more of them, including any negligence or breach on the part of the RELEASED PARTIES or any one or more of them or otherwise;

Participant Initial: _____

9. FURTHER AGREES not to make any claim against any other person who might claim contribution or indemnity from any of the Released Parties in connection with any matter released in this Waiver and that if, notwithstanding my execution of this Waiver, 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: _____

10. ACKNOWLEDGES that I have been informed of my right to obtain INDEPENDENT LEGAL ADVICE prior to signing this Waiver as I am GIVING UP IMPORTANT LEGAL RIGHTS as a result of accepting the terms and conditions of this Waiver in exchange for participation in the Camp Activities and attendance at the CONFERENCE. I FURTHER ACKNOWLEDGE that by signing this Waiver 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 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: _____

11. ACKNOWLEDGES THAT I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING THE TERMS OF THIS WAIVER, 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 WAIVER IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT;

Participant Initial: _____

PERSONAL INFORMATION

12. CONSENTS to the use, in perpetuity, of my personal information, including, my name, likeness and/or voice, in any media, including, photographs, video footage and/or other audio and/or visual recordings taken of me while attending the Conference, without compensation, for any purpose of any of the Organizers, including, future publicity carried out by any of the Organizers or for other promotional, fundraising or information sharing purposes; and

Participant Initial: _____

13. ACKNOWLEDGES and UNDERSTANDS that, as a participant in or spectator at the Camp Activities and the Conference, I may be required to provide certain personal information to the Organizers. I ACKNOWLEDGE and UNDERSTAND that the Organizers request such personal information, including but not limited to, my name, address, phone number(s), email address(es), and, in certain circumstances, medical history, including history of illness and treatment, to provide better services, programs and first aid and that the Organizers will not share this information with any other organization except as may otherwise be provided in this section 13. I CONSENT to the Organizers' collection, use and disclosure of my personal information for the purposes described in this Waiver.

Participant Initial: _____

I have carefully read all three pages of this Waiver and fully understand its terms. I am signing this Waiver freely, voluntarily, and without duress. I further acknowledge and understand that by signing this Waiver I am giving up certain legal rights, including the right to sue.

Name of Participant _____

Signature of Participant: _____

Month _____ Day _____ Year _____

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