

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

READ CAREFULLY.

By signing this document, you will waive certain legal rights including the right to sue. This document is dated and effective from the date of signing set out below.

To: The Corporation of the City of Vaughan, and its respective elected officials, directors, officers, employees, agents, independent contractors, sub-contractors, representatives, successors and assigns, as well as the land owner/s, where applicable (hereinafter collectively referred to as the “City”)

Re: Participation by the undersigned as a volunteer in gardening and all related activities at any City community garden located in the City of Vaughan (the “Activity”)

1. ACKNOWLEDGMENT OF INHERENT RISK

I acknowledge that participating in the Activity will involve certain inherent risks. I understand that with the emergence of the COVID-19 virus, these will include additional risks. Examples may include, but are not limited to, potential exposure to the virus and liability to other parties if I were to expose them to the virus whether knowingly or unknowingly.

2. ASSUMPTION OF RISK

I understand that the City is not responsible for my actions. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation in the Activity. I further acknowledge that as a result of the COVID-19 pandemic crisis which commenced in 2020 my personal health and that of others is further exposed to additional risk due to the virus. I assume all risks related to this Activity inclusive of community engagement which may increase my risk of virus exposure.

3. ASSUMPTION OF RESPONSIBILITY AND ADHERENCE TO RULES

I understand the rules of the Community Garden Policy and my responsibilities to adhere to the rules for the protection of myself and others while participating in the Activity.

I acknowledge that the City of Vaughan has a zero-tolerance policy. I understand that should it be deemed that I failed to adhere to the rules and public health guidelines, I put the health and safety of others at risk and I will lose my privilege to participate in the community garden and may possibly be subject to legal action.

4. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the City of Vaughan permitting me to participate in the Activity and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- i. To hold harmless and indemnify the City for any liability, damage, loss or claim that may occur in connection with, or arising out of, the Activity by me, my group, family or guests due to any cause whatsoever, including COVID-19 related causes, 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.O. 1990, c.O.2, as amended, on the part of the City, and including the failure by the City to safeguard or protect me from any risks, dangers or hazards.
- ii. To waive any and all claims that I have or may have in the future against the City. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- iii. I am aware that participating as a volunteer in the Activity I am not provided with any disability, accident or medical insurance or compensation and that I am not covered by *The Workplace Safety & Insurance Act*, 1997, S.O. 1997 c. 16, Schedule A, as amended, should I become injured while participating as a volunteer.
- iv. I have been given the opportunity to seek independent legal advice prior to signing this document.
- v. This document will remain in force until a written agreement of termination is signed between the City of Vaughan and the undersigned.

Signed at the City of Vaughan this _____ day of _____, 20_____.

INDIVIDUAL VOLUNTEER**X**

Volunteer Signature

Print Name Clearly:

Signature of Witness:

Print Name Clearly:

CORPORATE VOLUNTEER

NameTitle

NameTitleI/We have authority to bind the Corporation

Personal information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001 c.25, as amended and will be used for the purpose of confirming the release of liability, waiver of claims and indemnity agreement. Questions about this collection should be directed to the Environmental Sustainability Office, City of Vaughan, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1, 905-832-8585.