

Participant Waiver and Release of Liability – OxTrail City Race: Mississauga

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING. By signing this Waiver, you will waive certain legal rights, including the right to sue. You may not participate in the Event until this Waiver is signed and submitted.

In consideration of being permitted to participate in any OxTrail OCR branded event, or other event organized, licensed, or sponsored by OxTrail OCR ("Event"), I, on behalf of myself and/or any minor child(ren) for whom I am a parent or legal guardian (each a "Minor"), agree as follows:

1. Acknowledgment and Assumption of Risk I understand that participation in the Event involves significant risks of physical injury, illness, and death. These risks include, but are not limited to: accidents involving, but not limited to, climbing, hiking, travel by boat/truck/car or other convenience; drowning, fractures, sprains, overuse injuries, collisions, exposure to extreme weather, heat and cold injuries, burns, heat-related illness and hypothermia, falls from height, interactions with animals or insects, bites and or stings, allergic reactions, exposure to COVID-19 or other infectious diseases, permanent disability, or death. I understand that these risks may arise from my actions or inactions, the actions or inactions of others, or the condition of the Event location or equipment. I voluntarily and knowingly accept and assume all such risks, whether known or unknown, even if arising from the negligence of the Releasees.

2. Compliance with Event Rules I agree to follow all Event rules, guidelines, and instructions provided by Event officials. I will immediately report any unsafe condition or behavior and remove myself and/or any Minor from participation if necessary.

3. COVID-19 Acknowledgment and Compliance I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure or infection by attending and/or participating in the Event. I understand this risk may result from the actions, omissions, or negligence of myself and others. I agree to follow all COVID-19 safety practices, including social distancing, mask-wearing, and hygiene protocols. I certify that I and any Minor for whom I am responsible will not attend the Event if we have tested positive for COVID-19, exhibit symptoms, have been exposed to a confirmed case, or have traveled outside Canada in the past 14 days.

4. Waiver and Release of Liability To the fullest extent permitted by law, I, on behalf of myself and any Minor, waive, release, and discharge OxTrail OCR, the Event venue owners, and all related parties, including their directors, officers, employees, contractors, agents, volunteers, sponsors, and affiliates ("Releasees"), from any and all claims for injuries, damages, losses, liabilities, or expenses arising from participation in the Event, whether caused by the negligence of the Releasees or otherwise. I agree to indemnify and hold harmless the Releasees from any such claims.

5. Health and Fitness Declaration I attest that I, and any Minor, are physically fit and sufficiently trained to safely participate in the Event, and are free from any illness or condition that could pose a risk. We are covered by appropriate medical insurance on the date of the Event.

6. Medical Treatment Consent I authorize Event personnel and medical providers to administer emergency medical treatment, including transportation, and I release the Releasees from any liability related to such treatment. I agree to the disclosure of relevant personal health information in accordance with applicable laws.

7. Event Modifications and Refund Policy I acknowledge that the Event may be postponed, modified, or cancelled at the sole discretion of the organizers, including for weather, safety, or governmental regulations. I agree that registration fees are non-refundable.

8. Media Release I grant OxTrail OCR and its affiliates the right to capture and use my (and any Minor's) name, image, voice, and likeness in any media for promotional or commercial purposes without compensation.

9. Jurisdiction and Governing Law This Waiver is governed by the laws of the Province of Ontario. Any disputes shall be resolved in the courts of Ontario.

10. Severability If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Entire Agreement This Waiver is the entire agreement between the parties. I acknowledge that I am not relying on any oral or written representations not contained herein. I have requested that this Waiver be drafted in English; J'ai requis que la présente renonciation soit rédigée en anglais.

12. Voluntary Execution I acknowledge that I am signing this Waiver freely and voluntarily and understand that I am giving up substantial rights.

Participant Information: Name: _____ Date of Birth: _____ Phone: _____

Emergency Contact: Name: _____ Relationship: _____ Phone: _____

Medical Conditions / Allergies (optional):

Signature: Participant Signature: _____ Date: _____ (If under 18) Parent/Guardian Name: _____ Parent/Guardian Signature: _____ Date: _____

Initials _____