



ADULT/PARENT/GUARDIAN PARTICIPANT RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE!

PARTICIPANT INFORMATION		
Name of Participating Adult/Parent or Guardian:		
Name of Participating Children under Eighteen Years of Age:		
Name 1: _____	Name 3: _____	
Name 2: _____	Name 4: _____	
Contact Information	E-mail: _____	Phone: _____
Emergency Contact Name: _____		Phone: _____

Adult/Parent or Guardian: Before signing this Release, please ensure that you read each section and indicate that you have done so by initialing in the space provided. This Release must be signed in front of a witness who must then sign below your signature. Thank you.

The above named adult, parent or guardian (the “**Participant**”) wants, together with the children named above (the “**Children**”), to participate in one of the Kingston Penitentiary Tours taking place at the Kingston Penitentiary in Kingston, Ontario – both through the historic site and prison building – from May to November, 2019 (the “**Tour**”). The Tour is made possible through a partnership between The Corporation of the City of Kingston (“**Kingston**”), Correctional Services Canada (“**CSC**”) and The St. Lawrence Parks Commission (“**SLPC**”).

The **Participant understands** that:

- (a) At all times during the Tour the Participant is required to remain with the tour group, which will be led by a tour guide and will follow a predetermined tour route. If the Participant separates from the tour group he or she could get lost, become disoriented or enter into an unauthorized area;
- (b) Under no circumstances should the Participant:
 - Enter into any unauthorized areas, which may include locking hardware that could lock behind a person and prevent their exit temporarily;
 - Drink running water in the prison building, which is currently designated as non-potable;
 - Attempt to use the elevators in the prison building, which are not currently in operation;
- (c) The Tour may include the following activities:
 - Walking through areas of the prison building which are not brightly lit;
 - Walking over inconsistent or uneven surfaces within the prison building;
 - Exposure to potentially offensive graffiti on the walls of the prison building; and
 - Exposure to extreme heat, humidity, rain or other inclement weather.

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The **Participant** hereby freely, voluntarily and without duress executes this **Release and Waiver of Liability (Release) on the Participant's own behalf and on behalf of each of the Children**, on the following terms:

1. RELEASE AND WAIVER. The Participant, on the Participant's own behalf and on behalf of each of the Children, hereby releases and forever discharges and holds harmless Kingston, CSC and SLPC, and its and their mayor, councillors, commissioner, board members, directors, officers, employees, contractors, agents and/or volunteers, and its or their successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise, or may hereafter arise from the Participant's or the Children's engagement in the Tours. The Participant understands that this Release discharges Kingston, CSC and SLPC from any liability or claim that the Participant, the Participant's heirs, successors, assigns or representatives or the Children or Children's heirs, successors, assigns or representatives may have against Kingston, CSC and SLPC with respect to all liability whatsoever for any bodily injury, personal injury, illness, death, property loss or property damage howsoever caused, including but not limited to the negligence of Kingston, CSC and SLPC whether passive or active, that may result from the Participant's or the Children's engagement in the Tour. The Participant understands that Kingston, CSC and SLPC do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. ASSUMPTION OF RISK. The Participant confirms that they are over eighteen years of age. The Participant agrees that the Participant will supervise the Children while engaging in the Tour. The Participant understands that the Tour involves certain elements of risk and that accidents may occur. The Participant confirms that the Participant and each of the Children is in sufficient physical condition to participate in the Tour. The Participant, on the Participant's own behalf and on behalf of each of the Children, hereby expressly and specifically assumes the risk of injury or harm in the Tour.

3. COLLECTION OF INFORMATION. The personal information required by this Release is being collected in accordance with the *St. Lawrence Parks Commission Act*, R.S.O. 1990, c. S.24 for the purposes of enabling participant engagement in the Tour and responding in the event of an emergency. The Participant expressly agrees that SLPC may contact the Participant or the Participant's emergency contact via the methods indicated for these purposes.

4. OTHER. The Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Canada and the Province of Ontario, and that this Release shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario. The Participant agrees that in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions or this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, the **Participant** has executed this Release on the date set out below.

Signature of Participant: _____ Date: _____

Signature of Witness: _____ Date: _____

Print Witness Name: _____



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