

Assumption of Risks, Waiver of Claims and Release of Liability, and Indemnity Agreement

NOTICE: BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT AND YOU WILL ACCEPT CERTAIN LEGAL OBLIGATIONS. **PLEASE READ CAREFULLY.**

I. ASSUMPTION OF RISKS:

1) In consideration for (the "Participant"), being allowed to participate in the Global Summers Academy program (the "Program"), I, , the parent/ legal guardian of the Participant:

2) Confirm and declare that I understand and agree that there are certain risks associated with or inherent in participating in the Program and that these risks cannot be completely eliminated despite all reasonable efforts being made and precautions being taken to avoid same. These risks include but are not limited to all risks associated with or inherent in:

(a) travel by air, land, boat and other means of transportation, natural disasters, political unrest, infections, diseases, and environmental hazards; and

(b) participating in the Program Activities (the "Program Activities"), including but not limited to walking, hiking, and swimming, including swimming in open waters.

3) Further confirm, declare and agree that I recognize (i) that it is impossible to know or anticipate all possible risks associated with or inherent in participating in the Program and in Program Activities and (ii) that such risks include but are not limited to loss of or damage to personal property; physical injury or harm, including minor, moderate, and major physical harm; exposure to potentially toxic or dangerous plants or animals; drowning; illness; and death.

4) Freely and voluntarily ACCEPT AND ASSUME, on behalf of myself and on behalf of the Participant, ALL SUCH RISKS, DANGERS AND HAZARDS, including but not limited to the possibility of PROPERTY LOSS OR DAMAGE, PERSONAL INJURY OR DEATH and I give permission for the Participant to participate in the Program and any Program Activities.

II. WAIVER OF CLAIMS AND RELEASE OF LIABILITY:

5) For the said consideration, I, on behalf of myself, the Participant, and the respective heirs, administrators, trustees, successors and assigns, and any party or parties who may claim a right or interest on behalf of or through any of them (collectively, the "Releasers") hereby WAIVE ANY CLAIMS DIRECTLY OR INDIRECTLY CONNECTED TO OR ARISING FROM THE PROGRAM AND THE PARTICIPANT'S PARTICIPATION IN THE PROGRAM that the Releasers have had, now have or may in the future have against 2769845 Ontario Inc. o/a Global Summers Academy as the operator of the Program, its parent, subsidiary, affiliated and related corporations and their respective partnerships, as applicable, and each of their respective shareholders, partners, directors, officers, employees, servants, agents, administrators, trustees, successors and assigns (collectively, the "Releasees").

6) Further for the said consideration, the Releasers hereby RELEASE AND FOREVER DISCHARGE the Releasees from any and all LIABILITY, ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, INJURIES, OR EXPENSES that the Releasers or any of them have had, now have or may hereafter have as a result of or in relation to the Participant's participation in the Program, howsoever arising.

III. INDEMNITY:

7) For the said consideration, the Releasers further AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees with respect to any and all liability, losses, damages, costs, expenses (including legal costs), and claims, including claims or proceedings brought by or on behalf of the Participant or any other person relating to or arising from the Participant's participation in the Program.



IV. MEDICAL AUTHORIZATION:

8) In the event of any illness or injury or other emergency circumstances arising during the Program, I give permission for Global Summers Academy Program staff and employees to act on my behalf and seek and arrange such advice, treatment or services, including medical and/or emergency medical assistance and services, as they may, in their sole discretion, deem necessary or appropriate for the health and safety of the Participant.

9) I agree that I shall be responsible for the costs arising from or incurred in connection with the advice, treatment or services outlined in paragraph 8 above, if any, and further agree to reimburse the Global Summers Academy Program for same.

10) In the event of any illness or injury or other emergency circumstances arising during the Program, I understand I will be contacted by Global Summers Academy in the most reasonable amount of time.

V. OTHER PROVISIONS:

11) This Agreement shall be effective and binding upon the undersigned and the Participant and their respective heirs, executors, successors and assigns.

12) This Agreement may be executed and delivered in electronic format and shall be treated as and deemed to be, for all purposes, an original document.

13) This Agreement shall be governed by the laws of the Province of Ontario and any dispute concerning or in any way related to this Agreement shall be brought and adjudicated by and subject to the exclusive jurisdiction of the Court of Ontario.

DECLARATION, ACKNOWLEDGMENT AND SIGNATURE

I HEREBY DECLARE AND CONFIRM that I am the parent or legal guardian of the Participant and that I HAVE FULL LEGAL AUTHORITY TO ACT ON BEHALF OF THE PARTICIPANT, INCLUDING FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISKS, WAIVER OF CLAIMS AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND ITS EFFECTS, CONSEQUENCES AND IMPLICATIONS.

By signing this Agreement, I VOLUNTARILY ACCEPT AND AGREE, ON MY OWN BEHALF AND ON BEHALF OF ALL PARTIES INDICATED HEREIN, INCLUDING THE PARTICIPANT, TO BE BOUND BY THIS AGREEMENT.

Witness Signature

Parent/Guardian Signature

Witness Name (Print)

Parent/Guardian Name (Print)

Date



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Audit

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