Adult Activity Waiver v1.2

Consent, Acknowledgement and Assumption of Risk, Waiver, Release and Indemnity

This form is for an adult participant who is 18 years of age or older. Once signed, it applies to all Activities that I register for, attend, participate in, or am present for during the Coverage Period described below, unless Beaches Sandbox advises that a separate activity-specific consent or waiver is required.

Adult Participant Details

Participant full legal name *	
Date of birth *	
Street address *	
City / Province / Postal code *	
Email address *	
Phone number *	
Initial or current program/activity	
ActiveNet Customer ID / Registration ID	
Coverage Period	**From signing until this agreement is replaced**

[ ] I confirm that I am the adult participant named above, that I am at least 18 years of age and that I have the legal capacity to complete this agreement.

IMPORTANT — PLEASE READ CAREFULLY

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY ACCEPTING IT, YOU ASSUME CERTAIN RISKS AND GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR CLAIMS ARISING FROM NEGLIGENCE.

Definitions

In this agreement:

"Coverage Period" means the period beginning on the date I sign this agreement and continuing until this agreement is replaced by a later version issued by the Foundation. A replacement version must be accepted before further participation when required by the Foundation.

"Activities" means all routine Beaches Sandbox programs, classes, workshops, camps, drop-ins, events, fitness, sport, recreation, arts, music, dance, yoga, wellness, culinary, social, community, educational and other standard activities that I register for, attend, participate in, or am present for during the Coverage Period, as described in the applicable registration, program, schedule, website, email or other participant materials. Activities include arrival, check-in, orientation, instruction, breaks, transitions between activity areas, supervised or reasonably related free time, departure, and reasonably related use of premises, facilities, furnishings, equipment, tools, appliances,

materials, props, supplies, food, beverages and services. Activities may take place at Beaches Sandbox, online, outdoors, in public or shared spaces, or at another identified location, and may be delivered, hosted, supervised or supported by the Foundation or by an identified third-party provider. "Activities" does not include an activity for which the Foundation requires a separate activity-specific consent or waiver because the activity presents materially different or additional risks, involves travel, transportation, an off-site excursion, an overnight component, specialized equipment, higher-risk physical activity, or otherwise requires additional consent.

"Foundation" means Beaches Sandbox Foundation, a corporation incorporated under the Canada Not-for-profit Corporations Act under corporation number 1316631-7 and registered as a charity under Business Number 789360500RR0001.

"Released Parties" means the Foundation and its current and former directors, officers, employees, volunteers, agents, instructors, facilitators, independent contractors, representatives, successors and assigns, together with any program provider and any owner or occupier of premises specifically identified in the registration or program materials.

Participant Consent and Responsibility

I confirm that:

1. I am voluntarily choosing to participate in the Activities during the Coverage Period.
2. I am responsible for determining whether the Activities are appropriate for me, having regard to my health, physical condition, abilities, experience and any medical or other relevant circumstances.
3. I will provide complete and accurate information about any condition or circumstance that could affect my safe participation or require accommodation, and I will update that information promptly if it changes during the Coverage Period.
4. I will review the registration and program materials provided for each Activity, including any additional risks, rules, preparation requirements or instructions, and will ask questions if I need more information before participating.
5. I understand that reviewing activity-specific registration or program materials does not limit this agreement. This agreement applies to all Activities that I register for, attend, participate in, or am present for during the Coverage Period. Any separate activity-specific consent or waiver supplements this agreement and does not replace it unless the separate consent or waiver expressly states otherwise.
6. I will follow all reasonable rules, instructions, safety procedures and directions provided by the Foundation or anyone delivering an Activity.
7. I will use equipment, facilities and materials only as directed and will immediately stop participating and advise staff if I feel unsafe, unwell or unable to continue.
8. The Foundation may limit, suspend or end my participation where it reasonably believes this is necessary for my safety or the safety, comfort or well-being of others.

Acknowledgement and Assumption of Risk

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, SICKNESS, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, SICKNESS, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.

Specifically, I understand that the nature and degree of risk may vary from one Activity to another and that additional activity-specific risks may be described in registration or program materials or communicated by staff. Participation in the Activities involves inherent, foreseeable and unforeseeable risks. Depending on the Activity, these risks may include, without limitation:

- slips, trips, falls, collisions or contact with other persons or objects;
- wet, slippery, uneven or obstructed floors, stairs, entrances, exits, walkways or activity areas;
- crowding, lighting, noise, weather, temperature, ventilation or other environmental or premises-related conditions;
- the use, condition, placement, setup, maintenance or cleaning of premises, facilities, furnishings, equipment, tools, appliances, materials, props or supplies;
- improper use of equipment, tools, appliances, materials or facilities, whether by me or another person;
- physical exertion, stretching, repetitive movement, balance activities, sudden movement, improper technique or misjudgment of my own abilities or limitations;
- participation while tired, unwell, distracted, dehydrated, impaired or otherwise unable to safely continue;
- food, beverage or culinary-related risks, including knives, tools, appliances, hot surfaces, hot liquids, choking hazards, allergens, cross-contamination, food handling issues or failure to disclose allergies or dietary restrictions;
- exposure to communicable illness, infectious disease, allergens, irritants, substances, materials or other environmental exposures;
- failure to understand, follow or comply with rules, instructions, warnings, signage, posted notices, preparation requirements, staff directions or safety procedures;
- the conduct, acts, omissions, negligence or errors of other participants, visitors, instructors, contractors, staff, volunteers or other persons;
- negligence by one or more Released Parties, including a failure to take reasonable steps to protect, supervise, safeguard, instruct or warn me; and
- inadequate, delayed or unavailable medical assistance, first aid or emergency responses.

These risks may result in consequences including, without limitation:

- cuts, bruises, burns, allergic reactions, choking, food-borne illness or other illness;
- strains, sprains, fractures and other musculoskeletal injuries;
- overexertion, fatigue, dizziness, fainting, dehydration or loss of balance;
- aggravation of any pre-existing injury, illness, medical condition, disability or other condition, whether disclosed or undisclosed;
- mental, emotional, sensory or physical discomfort, stress, anxiety or other adverse reactions;
- property loss or damage;
- serious injury, permanent disability; or
- death.

I understand that the Foundation cannot identify or eliminate every risk associated with the Activities. I knowingly and voluntarily accept and assume all risks arising from or connected with all Activities that I register for, attend, participate in, or am present for during the Coverage Period, whether known or unknown and whether described in this agreement or not.

I understand that the Foundation may require a separate activity-specific consent or waiver before I participate in an Activity that presents materially different or additional risks. Any separate activity-specific consent or waiver supplements this agreement and does not replace it unless the separate consent or waiver expressly states otherwise. I remain free to decline any Activity.

Release and Waiver of Claims

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES DURING THE COVERAGE PERIOD, I, ON BEHALF OF MYSELF AND MY HEIRS, ESTATE TRUSTEES, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, EXPRESSLY WAIVE AND RELEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF, ATTRIBUTABLE TO OR CONNECTED WITH ANY ACTIVITY THAT I REGISTER FOR, ATTEND, PARTICIPATE IN, OR AM PRESENT FOR DURING THE COVERAGE PERIOD, INCLUDING ANY INJURY, ILLNESS, DISABILITY, DEATH, PROPERTY DAMAGE, LOSS OR EXPENSE, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE BY ONE OR MORE RELEASED PARTIES, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWING UNDER OCCUPIERS' LIABILITY LEGISLATION OR OTHERWISE.

This release includes claims arising from or connected with:

- my use of any premises, facilities, equipment, materials or services associated with the Activities;
- any injury, illness, disability, death, property damage, loss or expense suffered by me;
- negligence by a Released Party;
- breach of contract or breach of any duty of care;
- breach of the statutory duty of care under section 3(1) of the Occupiers' Liability Act, R.S.O. 1990, c. O.2, to the extent that duty may lawfully be restricted, modified or excluded;
- failure to warn, instruct, supervise, safeguard or protect me; and
- any other cause of action that may lawfully be released.

I agree not to commence, maintain, make, bring or participate in any claim, action or proceeding against a Released Party in respect of any matter released under this agreement. Nothing in this agreement limits or waives any right or remedy that cannot lawfully be limited or waived.

This waiver and release applies to all Activities that I register for, attend, participate in, or am present for during the Coverage Period. This indemnity applies to all Activities that I register for, attend, participate in, or am present for during the Coverage Period. Any separate activity-specific consent or waiver supplements this indemnity and does not replace it unless the separate consent or waiver expressly states otherwise.

Indemnity

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS AND/OR EXPENSES OF ANY KIND, INCLUDING REASONABLE LEGAL FEES, ARISING FROM OR IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION OR PROCEEDING CONNECTED WITH, ARISING OUT OF OR RESULTING FROM ANY ACTIVITY THAT I REGISTER FOR, ATTEND, PARTICIPATE IN, OR AM PRESENT FOR DURING THE COVERAGE PERIOD.

This indemnity includes claims, liabilities, damages, losses, costs and reasonable legal expenses arising from or connected with:

1. my attendance at, participation in, or presence at any Activity;
2. my negligent, reckless or wrongful conduct;
3. my failure to follow reasonable rules, instructions or safety procedures;
4. my breach of this agreement;
5. injury, loss or damage caused by me to another person or to property; or
6. any claim brought by a third party arising from my conduct in connection with the Activities.

This indemnity does not apply to any claim, damage, loss, liability, cost or expense to the extent it is caused solely by the gross negligence or wilful misconduct of a Released Party, or to the extent it cannot lawfully be indemnified.

This indemnity applies to all Activities that I register for, attend, participate in, or am present for during the Coverage Period. Any separate activity-specific consent or waiver supplements this indemnity and does not replace it unless the separate consent or waiver expressly states otherwise.

Emergency Contact and Health Information

Emergency contact full name *	
Relationship to participant *	
Emergency contact phone *	
Emergency contact email	

Health, Allergy and Accommodation Information

To protect your privacy, please provide or update allergies, medical information, disabilities, accessibility requirements or other support needs through your ActiveNet account or by contacting the Beaches Sandbox team directly. Do not enter medical details on this waiver form unless Beaches Sandbox provides a specifically approved secure field for that purpose.

You are responsible for making Beaches Sandbox aware of information that may reasonably affect your safe participation or require accommodation, and for updating that information if it changes.

Emergency Information and Medical Consent

If Beaches Sandbox Foundation reasonably believes that I require medical attention, I authorize the Foundation and its staff, volunteers, instructors and contractors to provide or arrange first aid; contact my emergency contact; contact emergency services; arrange transportation by ambulance or another reasonably appropriate means; and share relevant medical, emergency and contact information with staff, instructors, first responders and medical professionals as reasonably necessary.

I consent to receiving emergency medical assessment and treatment. I understand that I am responsible for costs associated with ambulance transportation, medical treatment or related services that are not covered by public or private insurance.

[ ] I authorize the emergency response, first-aid, information-sharing and medical arrangements described above.

Collection and Use of Personal Information

Collection, Use and Disclosure of Personal Information

The Foundation collects personal information from participants for purposes reasonably connected with registration, enrollment, administration and delivery of programs, activities and events. This information may include contact information, emergency contact information, payment information, participation records, accommodation information and, where reasonably necessary, limited health-related information relevant to the Participant's safe participation in the Activities.

The Foundation uses this information to:

- process registrations, enrollments and payments;
- communicate with participants regarding programs, activities and events;

- administer and deliver programs and services;
- provide accessibility, accommodation and inclusion supports;
- respond to medical, safety and emergency situations;
- maintain attendance, participation, consent and waiver records;
- administer insurance, risk management and incident reporting processes;
- comply with legal, regulatory and contractual obligations; and
- protect the safety, security and well-being of participants, volunteers, staff and the public.

The Foundation may disclose personal information to its employees, volunteers, instructors, contractors, program providers, insurers, legal advisors, payment processors, emergency responders, medical professionals and service providers where reasonably necessary for the purposes described above or where required or permitted by law.

Where health-related information is collected, the Foundation will collect only the information reasonably necessary to facilitate participation, provide accommodations, respond to emergencies, administer insurance or incident-management processes, or otherwise support the Participant's health and safety. Access to health-related information will be restricted to individuals who reasonably require the information to perform their responsibilities.

The Foundation will retain personal information, including health-related information, only for as long as reasonably necessary to fulfill the purposes for which it was collected and to satisfy legal, regulatory, insurance, safety, risk-management and record-keeping requirements, after which the information will be securely destroyed, anonymized or otherwise disposed of in accordance with the Foundation's records-management practices.

Additional information regarding the Foundation's privacy practices, including requests for access to or correction of personal information, may be obtained by contacting the Foundation.

Privacy Notice and Consent

I understand that the Foundation will collect, use and disclose my personal information for the purposes and in the manner described above.

I understand that this information may include my contact, emergency contact, payment, participation and accommodation information and, where reasonably necessary, limited health-related information.

I understand that the Foundation may disclose my personal information to the persons and organizations identified above where reasonably necessary for those purposes or where required or permitted by law.

I understand that I may contact the Foundation for further information about its privacy practices or to request access to or correction of my personal information.

[ ] I CONSENT TO THE FOUNDATION COLLECTING, USING AND DISCLOSING MY PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY NOTICE AND STATEMENTS ABOVE.

Required Waiver Acknowledgement

[ ] I have read and understand this Adult Activity Waiver, including its Coverage Period, the assumption of risk, release, waiver, indemnity, personal-information and general terms. I voluntarily accept the stated risks and agree to be legally bound by these terms for all Activities that I register for, attend, participate in, or am present for during the Coverage Period. I understand that any separate activity-specific consent or waiver supplements this agreement and does not replace it unless the separate consent or waiver expressly

states otherwise. I also understand that this agreement includes the release of claims arising from negligence and, to the extent permitted by law, the statutory duty of care under the Occupiers' Liability Act.

Optional Permission to Use Photographs, Recordings and Testimonials

This permission is entirely optional. Choosing not to grant permission will not affect my eligibility to register for or participate in any Activity.

If I grant permission below, I authorize the Foundation and persons acting on its behalf to photograph, film, audio-record or otherwise record my image, likeness, voice, participation and any testimonial I voluntarily provide during or in connection with the Activities during the Coverage Period (collectively, the "**Media**"). I authorize the Foundation to reproduce, edit, adapt, publish, display, distribute and otherwise use the Media, without compensation, solely to document, communicate and promote the Foundation's charitable purposes, programs, services, fundraising and community impact, including through its website, social media, newsletters, reports, presentations, advertising, program materials and displays.

The Foundation will own the Media created by or on its behalf, including any copyright in those recordings. To the extent I have any rights in the Media, I assign those rights to the Foundation and waive any moral rights solely to permit the uses authorized above. I understand that I will not have the right to inspect or approve the final Media and that the Foundation is not required to create, publish or use any Media.

The Foundation will not publish my full name or other identifying personal information with the Media without my additional consent.

I understand that Media published online may be viewed, copied or shared by others beyond the Foundation's control. To the fullest extent permitted by law, I release the Foundation and persons acting on its behalf from claims arising from the authorized creation, editing or use of the Media, except claims arising from a use outside the scope of this permission or from gross negligence or wilful misconduct. I may withdraw this permission for future uses by written notice to the Foundation, but withdrawal will not affect Media already produced, published, distributed or committed for publication.

IF I GRANT PERMISSION BELOW, I CONSENT TO THE FOUNDATION'S USE OF THE MEDIA AS DESCRIBED ABOVE AND RELEASE THE FOUNDATION FROM CLAIMS ARISING FROM THAT AUTHORIZED USE. I UNDERSTAND THAT THIS PERMISSION IS OPTIONAL, THAT REFUSING IT WILL NOT AFFECT MY PARTICIPATION, AND THAT I MAY WITHDRAW IT FOR FUTURE USES BY WRITTEN NOTICE.

[ ] Permission granted — I authorize the Foundation to create and use the Media as described above.

[ ] Permission not granted — I do not authorize the Foundation to use photographs, recordings or testimonials featuring me for promotional or public-communication purposes.

General Terms

Coverage Period, Replacement and Additional Consents

This agreement applies to Activities undertaken during the Coverage Period. I do not need to sign a new copy for each routine registration, program, class, session or drop-in covered by this agreement.

The Foundation may replace this agreement or require a new or additional agreement if: (a) the legal terms are materially revised; (b) an Activity presents materially different or additional risks; (c) information relevant to my legal capacity or identity as signer changes; or (d) the Foundation reasonably determines that renewed consent is required. When required, I must accept the replacement before further participation. Any activity-specific consent or waiver supplements this agreement unless it expressly replaces it.

Replacement of this agreement does not affect its application to Activities undertaken while it was in effect.

This agreement constitutes the entire agreement concerning the matters addressed in it and replaces prior oral or written representations concerning those matters. If any provision is found invalid or unenforceable, it will be severed or limited to the minimum extent necessary and the remaining provisions will continue in effect.

This agreement is governed by the laws of Ontario and the applicable federal laws of Canada. The courts of Ontario will have exclusive jurisdiction over disputes arising from or connected with this agreement, subject to rights that cannot lawfully be restricted.

Final Acknowledgement and Electronic Signature

By signing below, I confirm that:

- I have read this entire agreement and understand its terms;
- I understand the nature and effect of the assumption of risk, release, waiver and indemnity provisions that apply to me;
- I understand that I am giving up important legal rights, including rights relating to claims arising from negligence, to the fullest extent permitted by law;
- I understand that this agreement applies to multiple routine Activities that I register for, attend, participate in, or am present for during the Coverage Period, and that any separate activity-specific consent or waiver supplements this agreement and does not replace it unless the separate consent or waiver expressly states otherwise;
- I have had the opportunity to ask questions before signing;
- I confirm that I am at least eighteen (18) years of age, of sound mind, not impaired by alcohol, cannabis, drugs, medication or any other substance or condition that would affect my understanding of this agreement, and have the legal capacity and authority to sign this agreement on my own behalf;
- I am signing voluntarily and without pressure or undue influence; and
- I intend this agreement to be legally binding.

Participant's full legal name	
Typed signature	
Signing date	
Coverage end date	**v1.2 — effective until replaced**

[ ] By typing my name above and submitting this form, I confirm that I am the participant, intend my typed name to serve as my electronic signature and agree that it has the same effect as my handwritten signature.