Child & Youth Activity Consent and Waiver v1.2

Parent/Guardian Consent, Acknowledgement of Risk, Release and Indemnity — Participant Under 18

This form is for a participant under 18 years of age and must be completed by a parent or legal guardian who has authority to consent to the participant's involvement. Once signed, it is intended to apply to all standard Beaches Sandbox Activities in which the Child takes part during the Coverage Period described below, unless Beaches Sandbox advises that a separate activity-specific consent or waiver is required.

Child / Youth Participant Details

Child / youth full legal name *	
Date of birth *	
Street address *	
City / Province / Postal code *	
Initial or current program/activity	(optional)
ActiveNet Customer ID / Registration ID	(if applicable)
Coverage Period	12 months from signing date or until the Child turns 18, whichever is earlier

Parent / Guardian Details

Parent/guardian full legal name *	
Relationship to child *	
Email address *	
Phone number *	

[ ] I confirm that I am the parent or legal guardian of the child named above, or otherwise have lawful authority to provide the consents and agreements in this form.

IMPORTANT — PLEASE READ CAREFULLY

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AS A PARENT/GUARDIAN AND RECORDS YOUR CONSENT TO THE CHILD'S PARTICIPATION IN ACTIVITIES THAT INVOLVE RISK. IT INCLUDES A RELEASE OF CLAIMS THAT YOU PERSONALLY MAY HAVE, INCLUDING CLAIMS ARISING FROM NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW. IT DOES NOT PURPORT TO WAIVE A RIGHT OF THE CHILD THAT CANNOT LAWFULLY BE WAIVED BY A PARENT OR GUARDIAN.

Definitions

In this agreement:

"Child" means the child or youth participant identified above.

"Coverage Period" means the period beginning on the date the parent/guardian signs this agreement and continuing until the earlier of: (a) the Child's 18th birthday; or (b) the date 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 the Child registers for, attends, participates in, or is 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.

Parent/Guardian Consent and Responsibility

I confirm and agree that:

1. I have reviewed the nature of the Activities and voluntarily consent to the Child's participation during the Coverage Period.
2. I am responsible for considering whether the Activities are appropriate for the Child, having regard to the Child's age, health, behavioural characteristics, 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 the Child's 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. I understand that those materials supplement this agreement and do not limit it. This agreement applies to all Activities that the Child registers for, attends, participates in or is present for during the Coverage Period, and any separate activity-specific consent or waiver supplements this agreement unless it expressly states otherwise.
5. I will ensure, to the extent reasonably possible given the Child's age and abilities, that the Child understands and follows reasonable rules, safety instructions and directions provided by the Foundation or anyone delivering an Activity.
6. I understand that the Foundation may limit, suspend or end the Child's participation where it reasonably believes this is necessary for the Child's safety or the safety, comfort or well-being of others.
7. I will promptly notify the Foundation if my authority to provide consent for the Child changes or ends during the Coverage Period.

Acknowledgement of Risks and Consent to Participation

I UNDERSTAND AND ACKNOWLEDGE THAT THE ACTIVITIES INVOLVE RISKS, DANGERS AND HAZARDS, INCLUDING THE RISK OF SERIOUS INJURY, PERMANENT DISABILITY, DEATH, ILLNESS, PROPERTY LOSS OR PROPERTY DAMAGE. I UNDERSTAND THAT THESE RISKS MAY ARISE FROM THE NATURE OF THE ACTIVITIES, THE CHILD'S PARTICIPATION OR PRESENCE, THE CONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES, THE CONDITION OR USE OF PREMISES, FACILITIES, EQUIPMENT OR MATERIALS, OR THE NEGLIGENCE OF ONE OR MORE RELEASED PARTIES. HAVING CONSIDERED THESE RISKS, I VOLUNTARILY CONSENT TO THE CHILD'S PARTICIPATION IN THE ACTIVITIES AND, IN MY PERSONAL CAPACITY AS PARENT/GUARDIAN, FREELY ACCEPT AND ASSUME THE RISKS ASSOCIATED WITH THE CHILD'S PARTICIPATION OR PRESENCE, TO THE FULLEST EXTENT PERMITTED BY LAW.

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. The Child's participation in the Activities involves inherent, foreseeable and unforeseeable risks. Depending on the Activity, these risks may include:

- 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 the Child or another person;
- physical exertion, stretching, repetitive movement, balance activities, sudden movement, improper technique or misjudgment of the Child's 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 by the Child or another person 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, the Child or other persons;
- negligence by one or more Released Parties, including a failure to take reasonable steps to protect, supervise, safeguard, instruct or warn the Child; 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 all Activities in which the Child may participate or be present during the Coverage Period. Having considered these risks, I voluntarily consent to the Child's participation in all such Activities during the Coverage Period.

I understand that the Foundation may require a separate activity-specific consent or waiver before the Child participates 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 it expressly states otherwise. I remain free to decline the Child's participation in any Activity.

Parent/Guardian Release and Waiver of Claims

IN CONSIDERATION OF THE CHILD BEING PERMITTED TO REGISTER FOR, ATTEND, PARTICIPATE IN, OR BE PRESENT FOR 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 PERSONALLY HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF, ATTRIBUTABLE TO OR CONNECTED WITH THE CHILD'S PARTICIPATION IN OR PRESENCE AT ANY ACTIVITY 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 any claim that I personally may have arising from or connected with:

- the Child's use of premises, facilities, equipment, materials or services associated with the Activities;
- injury, illness, disability, death, property damage, loss or expense arising from the Child's participation;
- negligence by a Released Party;
- breach of contract or breach of any duty of care owed to me;
- to the extent legally applicable to my own claim, breach of a statutory duty of care under the Occupiers' Liability Act, R.S.O. 1990, c. O.2;
- failure to warn, instruct, supervise, safeguard or protect; and
- any other cause of action that may lawfully be released by me.

For greater certainty, nothing in this agreement is intended to waive or release a legal right belonging to the Child that a parent or guardian cannot lawfully waive or release on the Child's behalf. Any provision that is not legally effective against the Child will be interpreted only to the extent permitted by law.

This waiver, release and indemnity applies to all Activities that the Child registers for, attends, participates in, or is present for during the Coverage Period. Any separate activity-specific consent or waiver supplements this agreement and does not replace it unless that separate consent or waiver expressly states otherwise.

Parent/Guardian Indemnity

I, IN MY PERSONAL CAPACITY AS PARENT/GUARDIAN, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS AND EXPENSES OF ANY KIND, INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS, ARISING OUT OF, ATTRIBUTABLE TO OR CONNECTED WITH THE CHILD'S REGISTRATION FOR, ATTENDANCE AT, PARTICIPATION IN, PRESENCE AT, OR CONDUCT IN CONNECTION WITH ANY ACTIVITY DURING THE COVERAGE PERIOD, INCLUDING ANY CLAIM BROUGHT BY OR ON BEHALF OF ANY THIRD PARTY, OTHER PARTICIPANT, PARENT, GUARDIAN, VISITOR, STAFF MEMBER, VOLUNTEER, CONTRACTOR, PROGRAM PROVIDER OR OTHER PERSON, WHETHER ARISING FROM INJURY, ILLNESS,

DISABILITY, DEATH, PROPERTY DAMAGE, LOSS OR EXPENSE, AND WHETHER CAUSED BY THE CHILD, BY ME, BY ANY PERSON FOR WHOM I AM RESPONSIBLE, OR BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF DUTY OF CARE, OR BREACH OF STATUTORY OR OTHER DUTY OF CARE OF ONE OR MORE RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW.

In my personal capacity, I agree to indemnify and hold harmless the Released Parties from claims, liabilities, damages, losses, costs and reasonable legal expenses arising from:

1. my own negligent, reckless or wrongful conduct;
2. my material breach of this agreement;
3. my failure to provide complete and accurate information that I knew or reasonably should have known was relevant to the Child's safe participation; or
4. injury, loss or damage caused by my own conduct to another person or to property; or
5. any claim, demand, action or proceeding brought by or on behalf of the Child, or by any parent, guardian, litigation guardian, estate trustee, executor, administrator, personal representative, successor or assign of the Child, arising out of, attributable to or connected with the Child's registration for, attendance at, participation in, presence at, or conduct in connection with any Activity during the Coverage Period,

to the fullest extent permitted by law, including where such claim alleges negligence, breach of contract, breach of duty of care or breach of statutory or other duty by one or more Released Parties.

This indemnity does not require me to indemnify a Released Party for conduct that cannot lawfully be released or indemnified, and it does not purport to make me responsible for a claim belonging solely to the Child except to the extent permitted by law.

This indemnity applies to all Activities for which the Child is registered, and all Activities that the Child attends, participates in, or is present for during the Coverage Period. If the Foundation requires a separate activity-specific consent or waiver for a particular Activity, that separate consent or waiver supplements this indemnity and does not replace it unless it expressly states otherwise.

Emergency Contact and Health Information

Alternate emergency contact *	
Relationship to child *	
Emergency contact phone *	
Emergency contact email	(optional)

Health, Allergy and Accommodation Information

To protect the Child's privacy, please provide or update allergies, medical information, disabilities, accessibility requirements, behavioural supports or other support needs through the Child's ActiveNet registration/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.

I am responsible for making Beaches Sandbox aware of information that may reasonably affect the Child's 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 the Child requires medical attention, I authorize the Foundation and its staff, volunteers, instructors and contractors to provide or arrange first aid; contact me and/or the 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 authorize emergency medical assessment and treatment for the Child when, in the circumstances, obtaining my further consent is not reasonably practical. 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, transportation and medical arrangements described above for the Child.

Collection, Use and Disclosure of the Child's Personal Information

The Foundation collects personal information about the Child for purposes reasonably connected with the Child's registration, enrolment, administration and participation in the Activities. This information may include the Child's contact and emergency-contact information, payment and registration information, attendance and participation records, accommodation and support information and, where reasonably necessary, limited health-related information relevant to the Child's safe participation.

The Foundation may use the Child's personal information to:

- process registrations, enrolments and payments;
- communicate with me and, where appropriate, the Child regarding the Activities;
- administer and deliver programs and services;
- provide accessibility, accommodation, inclusion and other participation 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 the Child, other participants, volunteers, staff and the public.

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

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

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

Additional information about the Foundation's privacy practices, including how I may request access to or correction of the Child's personal information, may be obtained by contacting the Foundation.

Privacy Notice and Parent/Guardian Consent

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

I understand that this information may include the Child's contact, emergency-contact, payment, registration, participation, accommodation and support information and, where reasonably necessary, limited health-related information.

I understand that the Foundation may disclose the Child's 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 the Child's personal information.

[ ] I confirm that I am authorized to provide this consent for the Child, and I consent to the Foundation collecting, using and disclosing the Child's personal information in accordance with the privacy notice above.

Required Parent/Guardian Acknowledgement

[ ] I have read and understand this Child & Youth Activity Consent and Waiver, including its Coverage Period, the acknowledgement of risk, my personal release and waiver, indemnity, emergency-medical consent, personal-information and general terms. I voluntarily consent to the Child's participation and agree to be legally bound by the terms that apply to me, including the release of my own claims arising from negligence to the fullest extent permitted by law.

Optional Permission to Use Photographs, Recordings and Testimonials

This permission is optional and does not affect the Child's eligibility to participate.

If I grant permission, I authorize Beaches Sandbox Foundation to photograph, film, audio-record or otherwise record the Child's image, voice and participation, and any testimonial that I expressly approve, during or in connection with the Activities during the Coverage Period. I authorize the Foundation to reproduce, edit, publish, display and use these materials, without compensation, for purposes of documenting, communicating and promoting its charitable work, programs, services, fundraising and community impact, including on its website, social media, newsletters, reports, presentations, advertising, program materials and displays.

The Foundation will not publish the Child's full name or other identifying personal information with these materials without additional consent. I understand that materials published online may be viewed, copied or shared by others beyond the Foundation's control.

To the fullest extent permitted by law, I waive, release and discharge the Released Parties from any claims that I personally have or may have arising out of, attributable to or connected with the creation, editing, publication, display, distribution or use of the materials described in this section, including claims based on privacy, publicity, personality rights, moral rights, copyright, defamation, misappropriation of image or likeness, emotional distress, negligence or any other legal theory.

IN MY PERSONAL CAPACITY AS PARENT/GUARDIAN, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS, ARISING OUT OF, ATTRIBUTABLE TO OR CONNECTED WITH ANY CLAIM BROUGHT BY OR ON BEHALF OF THE CHILD, OR BY ANY PARENT, GUARDIAN, LITIGATION GUARDIAN, ESTATE TRUSTEE, EXECUTOR, ADMINISTRATOR, PERSONAL REPRESENTATIVE, SUCCESSOR OR ASSIGN OF THE CHILD, RELATING TO THE CREATION, EDITING, PUBLICATION, DISPLAY, DISTRIBUTION OR USE OF THE MATERIALS DESCRIBED IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW.

I may withdraw this permission for future uses by written notice to the Foundation. Withdrawal will not affect materials already created, edited, published, distributed, shared, posted, used, archived or committed for

publication or distribution before the Foundation receives and has a reasonable opportunity to process my written withdrawal.

[ ] Permission granted — I give Beaches Sandbox permission to use photographs, recordings and approved testimonials featuring the Child as described above.

[ ] Permission not granted — I do not give Beaches Sandbox permission to use photographs, recordings or testimonials featuring the Child for promotional or public-communication purposes.

General Terms

Coverage Period, Replacement and Additional Consents

This agreement applies to Activities undertaken by the Child during the Coverage Period. A separate copy is not required 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) the signer's authority to consent changes; (d) the Child turns 18 and must complete the Adult Activity Waiver; or (e) the Foundation reasonably requires renewed consent. When required, the replacement must be accepted 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 during the Coverage Period and that additional consent may be required for an Activity with materially different or additional risks;
- I will notify the Foundation if my authority to provide consent for the Child changes during the Coverage Period;
- I have had the opportunity to ask questions before signing;
- I am signing voluntarily and without pressure or undue influence; and
- I intend this agreement to be legally binding.
-

Parent/guardian full legal name	
Typed signature	
Signing date	

Coverage end date		(v1.2—effective until replaced or the Child turns 18)

[ ] By typing my name above and submitting this form, I confirm that I am the parent/legal guardian or otherwise authorized signer identified in this form, intend my typed name to serve as my electronic signature and agree that it has the same effect as my handwritten signature.