Beaches Sandbox Adult Activity Waiver

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. It should be completed for the program or activity identified below before participation.

Adult Participant Details

Participant full legal name *	_____
Date of birth *	_____
Pronouns	_____ (optional)
Street address *	_____
City / Province / Postal code *	_____
Email address *	_____
Phone number *	_____
Program or activity *	_____
Registration ID	_____ (if applicable)

[ ] 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:

“Activities” means the Beaches Sandbox program, class, workshop, camp, drop-in, event, fitness, sport, recreation, arts, music, dance, yoga, wellness, culinary or other activity identified in this form or the related registration, together with reasonably related use of premises, facilities, furnishings, equipment, materials and services. Activities may take place at Beaches Sandbox or another identified location and may be delivered by the Foundation or an identified third-party provider.

“Foundation” means Beaches Sandbox Foundation.

“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.

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.
4. I will follow all reasonable rules, instructions, safety procedures and directions provided by the Foundation or anyone delivering an Activity.
5. 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.
6. 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 understand that participation in the Activities involves inherent, foreseeable and unforeseeable risks. Depending on the Activity, these risks may include:

- slips, trips, falls and collisions;
- strains, sprains, fractures and other musculoskeletal injuries;
- overexertion, fatigue, dizziness, fainting or aggravation of an existing condition;
- cuts, burns, allergic reactions, food-borne illness or contact with equipment, food, substances or materials;
- injury caused by equipment failure or the improper use of equipment;
- exposure to communicable illness;
- property loss or damage;
- the conduct, acts, omissions or errors of other participants, visitors, instructors, contractors or staff;
- inadequate or unavailable medical assistance;
- negligence by one or more Released Parties, including a failure to take reasonable steps to protect, supervise, safeguard or warn me; and
- 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 my participation, whether known or unknown and whether described in this agreement or not.

Release and Waiver of Claims

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MYSELF AND MY HEIRS, ESTATE TRUSTEES, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, WAIVE AND RELEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN OR PRESENCE AT THE ACTIVITIES.

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 or participate in a claim or proceeding against a Released Party in respect of a matter released under this agreement. Nothing in this agreement limits or waives any right or remedy that cannot lawfully be limited or waived.

Indemnity

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

1. my negligent, reckless or wrongful conduct;
2. my failure to follow reasonable rules, instructions or safety procedures;
3. my breach of this agreement; or
4. injury, loss or damage caused by me to another person or to property.

This indemnity does not apply to the extent that a claim results from conduct that cannot lawfully be released or indemnified.

Emergency Contact and Health Information

Emergency contact full name *	_____
Relationship to participant *	_____
Emergency contact phone *	_____
Emergency contact email	_____ (optional)

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

I consent to the Foundation collecting, using and disclosing personal information provided in this form for purposes reasonably connected with registration and program administration, participant communication, accessibility and accommodation, health and safety, emergency response, insurance and incident management, legal requirements and maintaining records of my consent and participation.

The Foundation may share relevant information with instructors, contractors, program providers, emergency responders or medical professionals where reasonably necessary for these purposes. Additional information about Beaches Sandbox privacy practices is available in its Privacy Policy.

Required Waiver Acknowledgement

[ ] I have read and understand this Adult Activity Waiver, including 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, including 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 optional and does not affect eligibility to participate.

If I grant permission, I authorize Beaches Sandbox Foundation to photograph, film, audio-record or otherwise record my image, voice, participation and any testimonial I voluntarily provide during or in connection with the Activities. 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 my 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. I may withdraw this permission for future uses by written notice; withdrawal will not apply to materials already produced, published, distributed or committed for publication.

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

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

General Terms

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 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.

Participant's full legal name	_____

Typed signature	_____
Signing date	_____

[ ] By typing/writing 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.