

# Beaches Sandbox Child & Youth Activity Consent and Waiver

## 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 in the program or activity identified below.

### Child / Youth Participant Details

|                                 |                       |
|---------------------------------|-----------------------|
| Child / youth full legal name * | _____                 |
| Date of birth *                 | _____                 |
| Pronouns                        | _____ (optional)      |
| Street address *                | _____                 |
| City / Province / Postal code * | _____                 |
| Program or activity *           | _____                 |
| Registration ID                 | _____ (if applicable) |

### 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.

“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.

## 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.
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 will update that information if it changes.
4. 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.
5. 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.

## Acknowledgement of Risks and Consent to Participation

I understand that the Child’s 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, art/craft materials or other materials;
- injury caused by equipment failure or improper use of equipment or facilities;
- 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 the Child; and
- serious injury, permanent disability or death.

I understand that the Foundation cannot identify or eliminate every risk associated with the Activities. Having considered these risks, I voluntarily consent to the Child’s participation.

## Parent/Guardian Release and Waiver of Claims

**IN CONSIDERATION OF THE CHILD BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, I WAIVE AND RELEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM THAT I PERSONALLY HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES ARISING FROM OR CONNECTED WITH THE CHILD’S PARTICIPATION IN OR PRESENCE AT THE ACTIVITIES.**

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.

## Parent/Guardian Indemnity

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.

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.

## Emergency Contact and Health Information

|                                      |                  |
|--------------------------------------|------------------|
| <b>Alternate emergency contact *</b> | _____            |
| <b>Relationship to child *</b>       | _____            |
| <b>Emergency contact phone *</b>     | _____            |
| <b>Emergency contact email</b>       | _____ (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 and Use of Personal Information

I consent to the Foundation collecting, using and disclosing personal information about me and the Child provided in this form for purposes reasonably connected with registration and program administration, participant and caregiver communication, accessibility and accommodation, health and safety, emergency response, insurance and incident management, legal requirements and maintaining records of 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 Parent/Guardian Acknowledgement

**[ ] I have read and understand this Child & Youth Activity Consent and Waiver, including 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. 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. 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 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

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.

|                                 |       |
|---------------------------------|-------|
| Parent/guardian full legal name | _____ |
| Typed signature                 | _____ |
| Signing date                    | _____ |

[ ] By typing/writing 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.