

## RELEASE AND ACKNOWLEDGMENT

**APBP Conference Detroit 2024 – Windsor Mobile Tour, August 12<sup>th</sup>, 2024**

### **WARNING!**

**Signing this document affects your legal rights, including the right to sue or claim for compensation following an accident**

As a condition of participating in the APBP Conference Windsor Mobile Tour (the “Event”), I fully understand and agree on my behalf or on behalf of a minor of whom I am the legal guardian (the Minor”), to the following:

#### **Acknowledgement and Assumption of Risks**

1. I (or the Minor) is participating voluntarily in the Event.
2. My (or the Minor’s) participation is for solely for recreational purposes, is not incidental to my (or the Minor’s) work obligations and is not in the course of my (or the Minor’s) employment.
3. I (or the Minor) have no known physical or psychological conditions that would impair my (or the Minor’s) ability to participate in this Event.
4. I am solely responsible for my (or the Minor’s) safety, and will remove myself (or the Minor) if I feel that I (or the Minor) is unable or unfit to safely participate.
5. I (or the Minor) agree to comply with all the Rules of the Event. I understand that failure to comply with the Rules may increase risk of injury/death and may result in participation being terminated. I acknowledge and agree that any such termination shall not in any way affect the validity of this Release and Acknowledgment.
6. **I am aware of the risks, dangers and hazards associated with my (or the Minor’s) participation in this Event, and freely accept and fully assume all such risks, dangers and hazards, including the possibility of injury, death, and property loss.**

#### **Release of Liability**

7. I agree to hold harmless, indemnify and **FOREVER RELEASE** The Corporation of the City of Windsor and its employees, Mayor and Members of Council, and volunteers, agents and assigns (collectively the “Released Parties”) from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the “Claims”) which I (or the Minor) may have or may have in the future, that might arise out of, result from, or relate to my (or the Minor’s) presence or participation in the Event, including Claims for **injury, death, and property loss, and including claims arising from the Released Parties’ negligence, breach of any duty of care, including any duty owing under the *Occupiers’ Liability Act*, or failure to take reasonable steps to protect me (or the Minor) from the risks, dangers, and hazards of the Event.**

#### **Consent to Use**

8. I grant the Released Parties, and anyone they may authorize, my consent to use my (or the Minor’s) likeness, voice, words, or any other representation, in television, radio, film, print, or in any other form, and the right to reproduce, display, distribute, and record same, to promote the Event and any other future promotions as the Released Parties may determine.

I acknowledge that I **have read and understand this Release and Acknowledgment**, that I have executed this Release and Acknowledgment voluntarily, and that this Release and Acknowledgment is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, assigns, administrators and legal or personal representatives.

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian  
(if Participant is under 18 years of age)

\_\_\_\_\_  
Date