

Participant Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

**By submitting this form you give up important legal rights.
Please read carefully.**

WHEREAS, Ottawa Coffee Fest (**OCF**) is a partnership formed under the laws of the Province of Ontario, having its head office located at 217 Kingswell St, Ottawa, ON, K1T 0L1.

AND WHEREAS OCF is the owner, producer, and manager of the Ottawa Coffee Fest/Café fest Ottawa (the “**Event**”), which is scheduled to be held on March 21, 2020 and March 22, 2020 (the “**Event Date**”) at the Lansdowne Horticulture Building, located at 1525 Princess Patricia Ottawa, Ontario K1S 513 (the “**Venue**”). The Venue is owned and operated by the City of Ottawa and licensed to OCF on the Event Date for the purpose of hosting the Event.

AND WHEREAS the Undersigned (hereinafter, the “**Participant**”) is interested in attending the Event as a participant;

NOW THEREFORE in consideration of being permitted by OCF to participate in the Event as a participant, the Participant hereby:

1. acknowledges and agrees that OCF may, in its sole and absolute discretion, reassign or terminate the Participant’s entry;
2. acknowledges and agrees that the Participant is participating in the Event and engaging in the festival totally and entirely at his or her own risk;
3. understands and agrees that participating in the Event, may involve risks, including but not limited to, risk of damage to property or person, including risk of bodily injury;
4. understands and agrees that OCF does not carry or maintain any insurance policy of any kind, including any life, health, medical, disability, or liability insurance, on behalf or for the benefit of the Participant, during the Event or at any time, and that the Participant is expected and has been encouraged by OCF to obtain his or her own insurance coverage;
5. acknowledges the risks and hazards described above, and understands that there may be other risks or hazards associated with participating in the Event, and nevertheless freely and voluntarily assumes and accepts all responsibility therefore, and acknowledges that his or her participation in the Event is entirely at the Participant’s own risk;
6. on the Participant’s own behalf, and on behalf of his or her heirs, successors, assigns, executors, and administrators, waives, releases, forever discharges, and agrees to indemnify and hold harmless OCF, and the City of Ottawa, their present and former parent, subsidiaries, affiliates, and related

companies, and each of their respective heirs, executors, administrators, legal and personal representatives, successors, trustees and assigns, partners, agents, servants, officers, directors, shareholders, members, associates, employees, volunteers, insurers, and any other person or persons who claim a right or interest through them, or for whom they are responsible at law (hereinafter, collectively referred to as the “**Releasees**”) from and against any and all claims, demands, actions, proceedings, causes of action, losses, costs, charges, expenses (including reasonable legal fees and disbursements), liabilities, damages, and injuries, including without limitation, damage to property or person, including death, of the Participant or any other person, caused by (hereinafter, collectively referred to as “**Claims**”), caused by, contributed to, arising out of, or related to the Participant’s participation in the Event, including without limitation the Participant’s use of any equipment, tools, supplies of any other Person at the Event, including any coffee or equipment, supplies or tools supplied by Dalla Corte or any other OCF supplier, notwithstanding that any such Claims may have been caused by, contributed to, or arisen out of any act, omissions, negligence, gross negligence, breach of contract, breach of statutory or other duty of care, including without limitation, any duty of care under the *Occupiers’ Liability Act*, R.S.O. 1990, c.0.2 on the part of the Releasees, and including without further limitation, in relation to the operation, management, supervision, design, maintenance, or condition of the Event or the Venue, or any part or aspect thereof, including any booths, to the fullest extent permitted by law;

7. further agrees that if, despite this Agreement, the Participant or anyone on behalf of the Participant, makes any claim or takes any proceedings in connection with any of the matters herein released against any of the Releasees, the Participant will indemnify, save and hold harmless each of the Releasees from and against any duty of care under the *Occupier’s Liability Act*, R.S.O. 1990, c. 0.2 on the part of the Releasees, and including without further limitation, in relation to the operation, management, supervision, design, maintenance, or condition of the Event or the Venue, or any part or aspect thereof, including any booths, to the fullest extent permitted by law, provided that nothing herein constitutes or shall be deemed to constitute a waiver of any of the Releasee’s substantive or procedural rights under the *Consumer Protection Act*, 2002, SO 2002, c. 30, Sch.A.;
8. further agrees, on the Participant’s own behalf, and on behalf of his or her heirs, successors, assigns, executors, and administrators, not to make any claim or take or advance any proceedings whatsoever in connection with any of the matters herein released against any other person, entity, or corporation who or which might claim contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time, and/or the *Rules of Civil Procedure*, R.R.O 1990, Reg 194, from any of the Releasees. The Participant further understands and agrees that should the Participant or any person on behalf of the Participant commence or continue such an action, or take or advance any such proceedings and the Releasees, or any of them, are added to such proceeding in any manner whatsoever, the Participant or other person advancing such a proceeding and/or claims will immediately discontinue the proceedings and/or claims, and the Volunteer and/or such other person will be liable to the Releasees, or those affected, for the legal costs incurred in any such proceeding on a solicitor and client basis. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint, or proceeding which might be brought in the future by the Volunteer or any person on behalf of the Volunteer with respect to the matters covered hereunder;

9. on the Participant's own behalf and on behalf of his or her heirs, successors, assigns, executors, and administrators:
 - a. waives, releases, forever discharges, and agrees to indemnify and hold harmless the Releasees from and against any Claims caused by, contributed to, arising out of, or related to any first aid, treatment or serviced rendered in connection with the Participant participation in the Event; and
 - b. accepts that such medical services as may be available may be performed by volunteers or outside agencies and that OCF has no control or responsibility for the quality of any medical attention that may be provided;

10. acknowledges and declares that:
 - a. the Participant has read and understands the terms and conditions of this Agreement, and has had the opportunity to seek, and was not prevented or discouraged by OCF or any other person from obtaining, independent legal advice;
 - b. the Participant is giving up important legal rights as a result of accepting the terms and conditions of this Agreement in exchange for his or her being permitted to participate in the Event as a participant; and
 - c. the Participant has either obtained independent legal advice or has waived the right to obtain such legal advice, and has signed this Agreement voluntarily and with knowledge of the consequences thereof, accepting the terms and conditions of this Agreement freely without any influence, inducement or assurance of any kind, and intending it to be a complete and unconditional release of all liability to the greatest extent permissible at law;

11. acknowledges and agrees that:
 - a. the Releases contained in this Agreement are intended to be as broad and inclusive as permitted by the laws of the Province of Ontario and that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regards to the conflict of law provisions thereof;
 - b. each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of this Agreement.

Photograph Release

The Participant hereby grants and conveys unto OCF all right, title and interest in any and all photographic images and video or audio recordings made by OCF during the Participant's participation in the Event, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

IN WITNESS WHEREOF, the Undersigned has executed this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

Witness Name
Please print

Date (MM/DD/YYYY)

Participant Name
Please print

Date (MM/DD/YYYY)