



# CREDIT VALLEY CONSERVATION – VOLUNTEER WORK DAYS

## TERMS AND CONDITIONS, VOLUNTEER RELEASE, WAIVER OF LIABILITY AND INDEMNITY, MEDICAL TREATMENT AUTHORIZATION AND PHOTOGRAPHIC RELEASE AGREEMENT

**THE “VOLUNTEER SIGN IN” FORM IS A PART OF THIS DOCUMENT AND BY SIGNING YOU WILL WAIVE CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY!**

By providing your name and signature on the “Volunteer Sign In” form - you (“the Volunteer Participant”) agree to abide by the Credit Valley Conservation Authority (“CVC”) Terms and Conditions for Volunteer Work Days and this Release, Waiver of Liability and Indemnity, Medical Treatment Authorization and Photographic Release Agreement (“this Release”). Where the Volunteer Participant is under the age of eighteen (18) years it is also agreed to by the consenting parent or legal guardian of the Participant.

*IF you are under the age of 18 and are not accompanied by a Parent or Guardian please see a CVC staff person before participating.*

### **CVC TERMS AND CONDITIONS FOR VOLUNTEER WORKDAYS**

1. CVC Volunteer Work Day events are extensions of CVC’s regular business in the watershed. These events, their organizers and those attending, whether fully the responsibility of CVC or done in partnership with other groups or organizations are subject to the same operational policies and safety standards as CVC events.
2. Volunteers have the right to refuse work they believe to be unsafe.
3. CVC, whether solely or in partnership, agrees to provide volunteers with a safe, healthy and (wherever possible) accommodating volunteer work environment. This includes but is not limited to: site specific orientation, health and safety overviews, appropriate training or instruction, appropriate safety equipment, and an environment free of any harassment or discrimination.
4. Participants are required to attend site orientations and safety talks every time they volunteer with CVC before the start of any planned activity or volunteer work.
5. Participants are required to provide a minimum standard of safety equipment for themselves, including but not limited to: appropriate clothing and footwear, sun hat, sun screen, bug repellent or any other items an individual might require while being in the out-of-doors for an extended period.
6. Participants must report all injuries, no matter how slight, to the event supervisor

### **CVC VOLUNTEER RELEASE, WAIVER OF LIABILITY AND INDEMNITY, MEDICAL TREATMENT AUTHORIZATION AND PHOTOGRAPHIC RELEASE AGREEMENT**

This Release is executed in favour of the Credit Valley Conservation Authority, all its directors, officers, employees, agents, servants, contractors, elected and appointed officials, sanctioning bodies, all persons for whom it is responsible at law and its successors and assigns (“CVC”) in consideration of the voluntary participation in Credit Valley Conservation Authority’s Volunteer Work Day events.

**As The Volunteer Participant...** I/we, on my/our own behalf and on behalf of my/our heirs, executors, estate trustees with or without a Will, administrators, next of kin, successors and assigns:

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**(ASSUMPTION OF RISK)**

1. agree, acknowledge and understand that participation with CVC will include activities which will take place out-of-doors, possibly during inclement weather, physical labour (i.e.: tree planting or other), the use of hand tools (shovels and/or other non-power tools), and walking over rough terrain, in water or watercourses (“the Activities”);
2. agree, acknowledge and understand that while the health and safety of the Participant and staff is always the first priority for the CVC, such Activities are not totally without risk;
3. agree to assume the risk of injury or harm to the Participant in the Activities;

**(RELEASE, WAIVER OF LIABILITY AND INDEMNITY)**

4. agree to release the CVC from all liability, whether direct or indirect, and waive all claims, demands, damages, costs, expenses, actions or causes of actions arising out of or in consequence of any death, injury, loss or damage to my person or property or that of my child or ward, however caused, while attending at or participating in the Activities; including but not limited to, breach of the *Occupier’s Liability Act*;
5. agree to further waive and release the CVC from any recourse which I or my child or ward may now or hereafter have resulting from any decision of the CVC;
6. agree to indemnify the CVC from and assume full responsibility for any claims demands, damages, costs, expenses, actions or causes of actions it may incur arising out of or in consequence of any death, injury, loss or damage due to my participation or that of my child’s or ward’s attendance or participation in the Activities;

**(MEDICAL TREATMENT)**

7. consent (if unable to provide it or deny it myself) as the Participant or for my child or ward in the event of injury or illness while under the supervision of the CVC to receive first aid and/or any further medical attention that potentially may be required to the extent determined by, and at the discretion of CVC staff, emergency medical services, and licensed medical professionals;

**(PHOTOGRAPHIC RELEASE)**

8. agree to grant permission for images of the Participant captured during regular CVC Activities through video, photo and digital camera, to be used solely for the purposes of the CVC’s promotional material and publications and do hereby waive any rights of compensation or ownership;

**(OTHER)**

9. agree that this Release shall be governed by the laws of Ontario;
10. agree that if any portion of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue in full legal force and effect; and
11. agree that no oral representations have been made.

**By providing your name and signature to the “Volunteer Sign In” form you acknowledge having read and understood this Release and the Terms and Conditions.**