

# WAIVER AND RELEASE

**PLEASE NOTE: BY SIGNING THIS DOCUMENT, YOU ARE LIMITING YOUR LEGAL RIGHTS**

The undersigned is the parent/guardian of \_\_\_\_\_ (“the child”) who will participate in the Rotary Kid’s Fishing Day (“the Event”). I understand that fishing involves the use of equipment near water and that it is foreseeable that accidents and injuries may occur. I understand that I am assuming the risk of the child’s participation in the Event. In consideration of the acceptance of this application and the services to be rendered, I agree to release the Rotary Club of Barrie Kempenfelt, its officers, directors, representatives and agents (“the Rotary Club”) from all claims, suits, proceedings, liabilities, damages, costs, expenses, demands, actions of any nature or kind and losses sustained by the participant, his or her guardians, parents, relatives howsoever caused including claims for injury, death and damage to property arising prior to, during or after the child’s participation in the Event, even though any such claim may have been caused, contributed to or occasioned by the negligence of the Rotary Club.

If before, during or after the Event, the child causes an injury or loss to another person who names the Rotary Club as a co-defendant in an action or claim, I agree to hold harmless and indemnify the Rotary Club for any such claim made. I further agree to indemnify the Rotary Club for all legal fees incurred in its defence of such action or claim.

I hereby give the Rotary Club the irrevocable right to use my name/photograph/image/audio recording/video recording/and likeness (“My Image”) and/or the image of my minor children in all forms but not limited to publication on Internet Websites, broadcasts and any other publication as released to or by the Rotary Club. I hereby consent to and permit My Image and/or those of my minor children to be used by the Rotary Club worldwide for any purpose, including promotional, educational or advertizing and in any medium, including print and electronic. I understand that the Rotary Club may use such photographs with or without associating names thereto. I further waive any right for compensation of any kind for the Rotary Club’s use or publication of photographs, My Image and/or those of my minor children. I understand that the Rotary Club cannot control unauthorized use of My Image and/or the image of my minor children by persons not associated with the Rotary Club once they have been published. I hereby forever waive any right to inspect or approve any publication of My Image and/or the image of my minor children by the Rotary Club.

I acknowledge and represent that I am over the age of 18, have read this entire document, I understand its terms and provisions, I agree to the Release and Waiver and that I have signed it knowingly and voluntarily on behalf of myself and/or my minor children.

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian  
(Please print name under signatures)

\_\_\_\_\_  
Witness