

Community partnerships promoting environmental stewardship in the Lake Superior Basin.

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# ECOSUPERIOR ENVIRONMENTAL PROGRAMS SUMMER PROGRAM PARTICIPANT INFORMED CONSENT, WAIVER AND INDEMNITY AGREEMENT

All persons participating in the EcoSuperior Environmental Programs (EcoSuperior) Summer Program (the Program) must complete this form. Failure to complete this form and return it to the EcoSuperior office will prohibit participation in the Program.

#### SUMMER DAY CAMP PROGRAM

- 1. I give permission for my child to participate in the EcoSuperior Summer Program at the Central Natural Environmental Gardens (the Gardens). I also give permission for my child to participate in any group walking field trips which may occur during the Program with or without prior notice. Such group walking field trips may include, but are not limited to, walking to the McIntyre River.
- 2. I hereby acknowledge that there are certain risks of injury to my child, inherent in the participation in any outdoor recreation activity. These types of injuries may be minor or serious and may result from one's actions or inactions, or the actions or inactions of others, or a combination of both.
- 3. In the event of an accident or medical emergency, I hereby authorize EcoSuperior, its officers, employees, agents, assigns and volunteers or a person designated by them, to consent to any medical treatment on my own behalf on behalf of my child, by a qualified health practitioner, which may be necessary having regard to the circumstances surrounding the accident or medical emergency.
- 4. I agree to indemnify, release, and save harmless, the Gardens, EcoSuperior, and their officers, employees, agents, assigns and volunteers from any claims or demands which might be made against the Gardens or EcoSuperior arising out of or in consequence of the attendance or participation of my child in the Program, including but not limited to personal injury or loss or damage to personal property or belongings unless such injury, loss or damage is caused by the sole negligence of the Gardens, EcoSuperior or their respective officers, employees, agents, assigns and volunteers while acting within the scope of their duties. I further understand and agree that I am executing this waiver, release and assumption of risk on my behalf and on behalf my child and that this waiver, release and assumption of risk is binding on my heirs and assigns, as well as heirs and assigns of my child.

#### PHOTO PARENTAL RELEASE

5. I do hereby grant permission to EcoSuperior and its officers, employees, agents, assigns and volunteers to take and use my child's photograph(s), image(s) of personal likeness and/or personal video/audio and published said photograph(s), image(s) of personal likeness and personal video/audio in any EcoSuperior publication or website. I grant this permission with the understanding that EcoSuperior will not materially alter the original images. In accordance with this grant, I waive my child's right to inspect or approve finished images or electronic matter prior to publication and waive compensation for their use.

- 6. I understand that there are inherent risks associated with the publication of my child's photograph(s), image(s) of personal likeness and personal video/audio on the Internet, in videos and in publications. These types of risks may be minor or serious and may result from one's actions, or the actions or inactions of others, or a combination of both. I agree to assume these risks, whether known or unknown to me and permit publication of my child's photograph(s), image(s) of personal likeness and/or personal video/audio on the Internet, in publications or in videos.
- 7. I hereby waive, release and discharge any and all claims for damages including but not limited to bodily injury, personal injury or property damage which my child may sustain, or which hereafter accrue to me or my child, against EcoSuperior, its officers, employees, agents, assigns and volunteers as a result of personal photograph(s), image(s) of personal likeness and/or personal video/audio being published, except for those liabilities and claims arising from the sole active negligence of the above stated entities. This release is intended to discharge EcoSuperior and its officers, employees, agents, assigns and volunteers, from and against any and all liability arising out of, or connected in any way with the publication of my child's photograph(s), image(s) of personal likeness and/or personal video/audio, except for the related negligence of these entities. I further understand and agree that I am executing this waiver, release and assumption of risk on my own behalf and on behalf of my child and that this waiver, release and assumption of risk is binding on my heirs and assigns, as well as the heirs and assigns of my child.

#### GENERAL

- 8. I have had sufficient time to review and seek explanation for, and have carefully read and understand the provisions contained in this Informed Consent, Waiver and Indemnity Agreement and am fully aware of the inherent risks and dangers involved in the participation by my child in the EcoSuperior Summer Program and agree to be bound by this Agreement and the Summer Program Regulations attached hereto.
- 9. I hereby consent to my child participating in the EcoSuperior Summer Program.

Parent/Guardian Name:			
Participant (Child) Name:			
Parent/Guardian Signature:			
Date:			
Phone Number:			
Witness Name	Witness Signature		

## ECOSUPERIOR ENVIRONMENTAL PROGRAMS SUMMER PROGRAM REGULATIONS

- 1. I authorize the two emergency contacts named below to pick up my child from the EcoSuperior Summer Program in the event that I cannot pick up my child by 5:00 pm.
- 2. I understand that it is still my responsibility to notify EcoSuperior staff in advance if I will be unable to pick up my child by 5:00 pm or if one of the emergency contacts outlined below will be picking up my child from the Program.
- 3. I understand that pick up time is from 4:30 pm-5:00 pm and that after 5:00 pm I will be charged a fee of \$1.00 per minute until I, or one of the emergency contacts outlined below, pick up my child from the Program.
- 4. I understand that in the event EcoSuperior staff cannot contact me or one of the emergency contacts outlined below or if I or one of the emergency contacts outlined below fails to pick up my child by 5:00 pm, without the prior approval of EcoSuperior, the Children's Aid Society will be contacted.
- 5. I understand, acknowledge and agree that:
  - a. the Program is intended to be a fun and educational experience for all children enrolled in the Program;
  - b. EcoSuperior considers the safety of all children enrolled in the Program to be a primary concern;
  - c. EcoSuperior may refuse admittance to any child for a certain portion, or for the remainder of the Program, if a child exhibits behaviours/actions which cause an unsafe environment for themselves, other children, staff or volunteers.
  - d. the decision to refuse admittance of a child to the Program will be made at the sole discretion of EcoSuperior; and
  - e. in the event my child is refused admittance to the Program, I will not be provided a refund for the remainder of the Program which my child does not attend.

I have read the above and agree to the regulations set out by EcoSuperior Environmental Programs.

Participant (Child) Name:		
Parent/Guardian Signature:		
,		
Date:		

### **Emergency Contact Information**

Emergency Contact #1
Name:
Phone Number:
Relationship to Child:
Emergency Contact #2
Name:
Phone Number:
Relationship to Child: