

ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

By signing this Assumption of Risk, Release and Indemnity Agreement, you (on behalf of a mentee (the “Participant”), if applicable) are waiving important legal rights, including the right to sue. Please read carefully. This agreement must be completed in full before you (or the Participant, as applicable) can take part in any further in-person meetings with mentors that are authorized by Big Brothers Big Sisters of Waterloo Region (respectively, “Meetings”, “Mentors”, and the “Agency”).

As of **March 16, 2020**, the Agency suspended all Meetings in connection with the COVID-19 pandemic. The Agency is preparing to resume Meetings in accordance with health and safety guidelines from the applicable government and public health authorities. Notwithstanding the Agency’s efforts to reduce risks in connection with the Meetings, the Participant or the parent/guardian named below, as applicable (the applicable person referred to as the “Undersigned”) recognizes that Meetings could expose the Participant to certain risks, including but not limited to the risk of contracting COVID-19, which may result in serious illness or death.

Therefore, in consideration of the Participant participating in any further Meetings and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Undersigned), the Undersigned hereby:

1. Freely **ASSUMES ALL RISK** in respect of the Participant’s participation in the Meetings;
2. **RELEASES AND FOREVER DISCHARGES** the Agency and all of its predecessor, subsidiary, parent, related, affiliated and successor companies, including but not limited to Big Brothers Big Sisters of Canada (collectively, the “Organizations”) and all of their respective present and former officers, directors, employees, volunteers (including Mentors), representatives and agents of the Companies (collectively, the “Released Individuals”) (the Organizations and the Released Individuals are collectively referred to as the “Released Parties”) from any and all responsibility, liability, cause of action or claim of any kind whatsoever in respect of the Participant’s participation in the Meetings due to any cause whatsoever including negligence or breach of any other duty of care on the part of the Agency or the Participant’s Mentor and including the failure of the Agency or the Participant’s Mentor to safeguard or protect the Participant from the risks, dangers and hazards associated with the Meetings;
3. **INDEMNIFIES** all of the Released Parties from and against any and all liability incurred by any or all of them as a result of, or in any way connected with the Meetings; and



4. Agrees that the provisions of this agreement shall enure to the benefit of the respective successors and assigns of the Agency and the Participant's Mentor and shall be binding upon the Undersigned's heirs, next of kin, executors, administrators and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, RELEASE AND INDEMNITY AND I SIGN IT VOLUNTARILY.

Name of Participant

Signature of Participant

(to be signed by the Participant's parent or guardian if the Participant is a minor)

If I am signing on behalf a minor Participant, I represent that I have legal capacity and authorization to act on behalf of the Participant.

Date:

Signature of Witness

CONSENT

The information being collected by the Agency is being collected for the express purpose of operating the mentorship program and will be used and may be disclosed to staff and volunteers as required for such purpose.

Participant Name: _____

Parent or Guardian's Name: _____

Address _____

Telephone Number _____