

## CITY OF GUELPH TOUR FACILITY RELEASE FORM

TOUR DATE: \_\_\_\_\_

**TOUR FACILITY - CHECK APPLICABLE BOX:**

- F.M. Woods Water Treatment Plant (29 Waterworks Place, Guelph, ON N1E 6P7)
- Water Resource Recovery Centre (530 Wellington Street West, Guelph, ON N1H 3K5)
- Waste Resource Innovation Centre (110 Dunlop Drive, Guelph, ON N1L 1E4)
- Storm Water Management Pond – Location: \_\_\_\_\_

[checked box(es) individually or collectively “**Facility**”]

IN CONSIDERATION of The Corporation of the City of Guelph (“**City**”) permitting the undersigned to participate in a tour of the Facility (“**Tour**”), the undersigned and the undersigned’s respective heirs, executors, administrators, representatives, successors and assigns, hereby:

- (a) Release and discharge the City and its members of Council, directors, officers, employees, volunteers, agents and contractors (collectively “**Protected Persons**”) from all claims, demands, actions, causes of action, suits and proceedings, whether involving actual or alleged negligence, actions or omissions, or any other basis (collectively “**Recourses**”) for all liabilities, losses, damages (including property damages), injuries (including personal injuries, bodily injuries and death), costs (including legal costs) and expenses, including all effects and consequences thereof, and including all that are not now known or anticipated but which may arise in the future, but excluding those caused by the gross negligence of the City or a Protected Persons (collectively “**Harms**”), relating in any way to the undersigned’s participation in the Tour;
- (b) Indemnify the City and the Protected Persons against all Recourses by whomsoever made, brought, sustained or prosecuted, for the Harms, relating in any way to the undersigned’s participation in the Tour, including the undersigned’s alleged acts or omissions but excluding gross negligence of the City and Protected Persons;
- (c) Acknowledge that, for the purpose of making the undersigned’s promise to indemnify the City’s Protected Persons enforceable, the City is acting as the agent and trustee for its Protected Persons;
- (d) Agree, at the City’s election, either to assume the defence of every Recourse brought in respect of a Harm, or to cooperate with the City in the defence, including providing the City with prompt written notice of any possible Harm and providing the City with all information and material relevant to the possible Harm;
- (e) Waive all rights that the undersigned may have against the City and the Protected Persons in respect of all Recourses for the Harms, relating in any way to undersigned’s participation in the Tour except at the gross negligence of the City and Protected Persons;
- (f) Agree not to make, bring, sustain or prosecute any Recourse for any of the Harms, against any other person who might claim contribution or indemnification from the City or any of the Protected Persons, relating in any way to the undersigned’s participation in the Tour except at the gross negligence of the City and Protected Persons;
- (g) Agree that this Release will survive the termination of the undersigned’s participation in the Tour.
- (h) Agree not to take any photographs of the Facility without the express consent of the City.
- (i) Agree to comply with all City visitor and health and safety policies including but not limited COVID 19 protocols, wearing closed-toed shoes, and dressing appropriately for the weather.

[signature page follows over the page]

**ADULT 18 YEARS OF AGE OR OLDER TOURING THE FACILITY:**

I confirm that I am 18 years or older and I have read the above and agree to it.

_____	_____
(Signature of witness)	(Signature of adult participating in the Tour)
_____	_____
(Print witness name)	(Print name)
_____	_____
(Date witness signed)	(Date signed)
	Address and contact information:
	_____
	_____

**AND/OR PARENTAL/LEGAL GUARDIAN CONSENT FOR CHILD UNDER 18 YEARS OF AGE TOURING THE FACILITY:**

I confirm that I am a parent or legal guardian of my child who is under the age of 18 years of age and I have read the above and agree to it.

_____	
(Print name of child)	
_____	
(child's date of birth)	
_____	_____
(Signature of witness)	(Signature of parent or legal guardian of child participating in the Tour)
_____	_____
(Print witness name)	(Print name)
_____	_____
(Date witness signed)	(Date signed)
	Address and contact information:
	_____
	_____

Personal information is collected under the authority of the *Municipal Act, 2001*, and in accordance with the provisions of *MFIPPA*. Personal information on this form will be used for the purpose of the Facility Tour program(s). If you have any questions regarding the program(s), please contact Water Services at 519- 822-1260 ext. 2189 or [education@guelph.ca](mailto:education@guelph.ca) . If you have questions about the collection, use or disclosure of this information, please contact the Information and Access Coordinator at 519-822-1260 x 2349 or [privacy@guelph.ca](mailto:privacy@guelph.ca)