

TOUR RELEASE – CHILD

City of Guelph – Infrastructure, Development & Enterprise Services – Environmental Services – Solid
Waste Resources

Waste Resource Innovation Centre (the “**Facility**”)

In consideration of The Corporation of the City of Guelph (the “**City**”) permitting the child named below (my “**Child**”) to participate in a tour of the Facility (the “**Tour**”), I, for my Child, myself, and our 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 the “**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 the “**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 negligence of the City or a Protected Person (collectively the “**Harms**”), relating in any way to my Child’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 my Child’s participation in the Tour, including my Child’s alleged acts or omissions;
- (c) Acknowledge that, for the purpose of making my 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 I or my Child may have against the City and the Protected Persons in respect of all Recourses for the Harms, relating in any way to my Child’s participation in the Tour;
- (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 my Child’s participation in the Tour;
- (g) Confirm that I am a parent or legal guardian of my Child;
- (h) Confirm that I am 18 years of age or older;
- (i) Confirm that my Child is at least 12 years of age, but less than 18 years of age;
- (j) Agree to ensure that my Child wears long pants and shoes without open toes or high heels, and does not bring any purse, camera or other loose article on the Tour; and
- (k) Agree that this Release will survive the termination of my Child’s participation in the Tour.

[Continued over the page]

I HAVE READ THE ABOVE AND AGREE TO IT.

(Print name of Child)

(Child's date of birth)

(Signature of parent or legal guardian of Child
participating in the Tour)

(Print name)

(Date signed)

Tour date:

Address and contact information:

Personal information, as defined under the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, 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. If you have any questions regarding that program, please contact Solid Waste Resources at 519-767-0598 or waste@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.