



## Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement – Orfe

By signing this document, you will give up legal rights, including the right to sue

**TO: Orfe Eco-Art Program (hereinafter “Orfe”)\***

**IN EXCHANGE FOR** Orfe allowing me or my child to participate in Orfe activities, I agree as follows:

I understand and accept the risk associated with all of Orfe activities, including the possibility of physical or emotional injury, paralysis, death, and property damage. I understand that this agreement applies not only to use of the tools to create the ecological art pieces, but also all other equipment, and all activities and games at the Orfe Facility. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Specific risk of the activities include: cuts and contusions, sprains and muscle and joint strains, broken bones, burns, equipment failure, equipment fall, and fall of the participants. The Orfe staff has difficult jobs to perform. They seek to create a safe environment, but they are not perfect. They may not know the health or abilities of a participant. They can give warnings or incomplete instructions. They cannot see all the participants at all the times. The equipment that is being used could malfunction. **I ACCEPT AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH THE ACTIVITIES OF ECO-ART CAMPS AND ECO-ART CLASSES IN ORFE AND I CHOSE TO PARTICIPATE DESPITE THIS RISKS.**

2. I acknowledge that, in addition to the risks described above, my participation or my child's participation in Orfe entails additional risks if I or my child have a food allergy. I understand that Orfe does not offer or guarantee a nut-free environment and I and my child are responsible to have an individual emergency plan, including an epinephrine injector (Epi-Pen) if needed. I agree, on behalf of myself or my child, to accept and assume all of the risks associated with Orfe and voluntarily agree to participate in Orfe activity despite the added risks.

3. If I am signing this Agreement on behalf of my child, I confirm that I have assessed the risks associated with Orfe activities, in light of the specific abilities and circumstances of my child, **and I VOLUNTARILY ALLOW MY CHILD TO PARTICIPATE** in any Orfe activity despite the risks. I therefore, agree that if my child is injured during Orfe activities, I will accept all responsibility and liability for such injuries.

4. I confirm that I have read or heard or seen the rules governing my or my child's participation in any Orfe activity. I understand that Orfe's rules have been implemented for the safety of all participants, and I have explained the rules to my child. I understand that my or my child's failure to follow Orfe's rules could result in damage, expense, injury, or death. I acknowledge that my or my child's failure to follow the rules could result in expulsion from Orfe.

5. I agree to **GIVE UP MY RIGHT TO SUE ORFE** for any damage, expense, physical or emotional injury, paralysis, or death that I or my family or estate may suffer as a result of my participation in any Orfe activity, **DUE TO ANY CAUSE WHATSOEVER**, including Orfe's negligence, the failure to warn or protect me from risks, breach of contract, breach of any other duty of care, or breach of the Occupiers' Liability Act, R.S.O. 1990, c. O.2 I agree to waive any and all claims that I have or may have in the future against Orfe, and to **RELEASE ORFE FROM ANY AND ALL LIABILITY** for any damage, expense, injury, or death.

6. I also agree to hold harmless and indemnify Orfe from any and all liability for any damage, expense, injury or death caused to any third party as a result of my or my child's participation in Orfe camp and other activities.

7. I agree that if any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.

8. If I am signing this Agreement on behalf of a child, I confirm that I am the child's parent or legal guardian, or that I otherwise have legal authority to sign this Agreement on behalf of the child.

9. I confirm that have read or have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and AGREE TO BE BOUND by the terms of this Agreement.

\*In this Agreement, "Orfe" means 230461865 Business Licence, all related companies, affiliates, employees, volunteers, agents, directors and/or officers.

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Name Parent/Legal Guardian/Power of Attorney/  
Participant (if 18 or older)

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Signature Parent/Legal Guardian/Power of  
Attorney/Participant (if 18 or older)

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Name of the minor participant

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Date

### Photo/Video Release Authorization

I \_\_\_\_\_ give my permission for Orfe to take photos/video of my child when participating in any of the Orfe Activities and use the photos/video of my child on Orfe's website [www.orfeart.com](http://www.orfeart.com), Orfe social media, and in all forms media. Said photos and videos will be used appropriately and solely for the marketing of Orfe Eco Art Program, online or in printed materials. **I reserve the right as a parent to withdraw my permission at any time in writing.**

I certify that I have read and fully understand this consent and release, and that all questions pertaining to this consent have been answered to my satisfaction

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Name and Signature Parent/Legal Guardian/Power of  
Attorney/Participant (if 18 or older)