PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS for the Rideau Hall Foundation's Forum for Young Canadians: Vancouver Regional Event – Global Thinking. Local Impacts. (the "Forum")

<u>IMPORTANT</u>: By signing this document, you are agreeing to waive certain legal rights that you may otherwise have, including the right to sue. *Please read this agreement carefully before signing*.

By signing this Release of Liability, Waiver of Claims and Assumption of Risks ("Agreement") I, ON BEHALF OF MYSELF OR ON BEHALF OF ANY PARTICIPANT IDENTIFIED BELOW (WHERE THE PARTICIPANT IS A MINOR OR CANNOT LEGALLY GIVE CONSENT) ("Participant"), acknowledge and agree that the Participant intends to participate in the Activity (described below) offered by the Rideau Hall Foundation (the "RHF").

Full name of Participant:	
Participant Date of Birth (dd/mm/yyyy):	
Participant Telephone Number:	
Participant Email Address:	

ACTIVITY DESCRIPTION DATES & LOCATION

(hereinafter referred to as "the Activity")

DESCRIPTION: An in-person learning event in Vancouver over three (3) days and two (2) nights for student participants 14 to 18 years old aimed at providing the tools for youth to participate in lifelong, meaningful civic engagement including: building youth leadership skills, teaching advocacy skills including writing and public speaking, and providing opportunities to build community with peers and potential mentors.

DATES and TIMES:

November 21-23, 2024

- Day 1: Thursday November 21, 2024, from 9am to 10pm
 - o Programming time 9am to 6:00pm
 - Supervised social time 6:00pm to 10pm (Pizza Party and Games at Hotel)
- Day 2: Friday November 22, 2024, from 7:30am to 10:30pmpm
 - o Breakfast and travel to venue 7:30am 9:00am
 - o Programming time 9am to 5:00pm
 - Supervised social time 5:00pm to 10:30pm (Dinner, Improv Workshop, travel to hotel)
- Day 3: Saturday November 23, 2024, from 9am to 5pm
 - o Breakfast and travel to venue 7:30am 9:00am
 - o Programming time 9am to 4:00pm

ACTIVITIES (see Appendix A for detailed agenda):

In-Person Event:

Forum for Young Canadians Vancouver Regional Event - Global Thinking. Local Impacts.

Participants:

Youth 14-18 years old from across the Lower Mainland, British Columbia.

• Venue(s):

Daily participation and scheduled programming activities will be fully supervised at the following locations:

- Holiday Inn & Suites Vancouver Downtown 1110 Howe St., Vancouver, BC, V6Z 1R2
- University of British Columbia Conference Centre 6133 University Blvd, Vancouver, BC V6T 1Z1
- False Creek Community Centre
 1318 Cartwright St, Vancouver, BC V6H 3R8
- Vancouver City Hall
 453 W 12th Ave, Vancouver, BC V5Y 1V4

Safety and supervision:

Trained Program Personnel, Safety Monitors, and Program Mentors will ensure the safety and well-being of program participants throughout the full event and will foster a sense of community and growth among participants.

Transportation:

Participants will travel to and from program activities by RHF chartered bus and will be supervised by trained Program Personnel.

Pre-Event Activities:

An online pre-event learning package will be shared with youth participants to complete before November 21, 2024.

QUEBEC PARTICIPANTS

For Participants who are residents of Quebec, the assumption of risk, release of liability, waiver of claims and indemnification provisions contained in this Agreement are not applicable to (a) any bodily or moral injury, or death caused by the RHF or its employees, contractors, volunteers, officers, directors, shareholders, agents or representatives; or (b) any other injury, loss or damage which is caused by the actions, or by an intentional, gross recklessness, gross carelessness or gross negligence of the RHF or its employees, contractors, volunteers, officers, directors, shareholders, agents or representatives.

ASSUMPTION OF RISKS

The RHF takes safeguarding of youth very seriously. The RHF strives to maintain a safe environment for youth Participants in the Activity. All adult staff of the RHF involved in the Activity are screened and have received orientation and training in abuse awareness and prevention. The RHF will implement safety prevention measures and will be monitoring the Activity for security purposes. However, there may be organizations or individuals participating in the event that have not taken the same steps to screen and train their staff, including but not limited to, speakers, event managers, and technical support. The RHF recommends that parents and legal guardians do their due diligence in coaching their children on safety online and check in with the Participant during and after the Activity.

I understand that there are inherent risks, dangers and hazards, involved in the Participant's participation in the Activity. The Activity has foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution, or expertise can eliminate. The variety of

risks is more than can be listed and may vary depending on the Activity. Some of the more significant risks, dangers, and hazards include, but are not limited to:

- 1. Negligent advice regarding the Activity.
- 2. The Participant's failure to act safely or within the Participant's own ability or within designated areas and guidelines.
- 3. Negligent Conduct on the part of other participants and Activity personnel leading to physical or emotional injury, death, or damage to personal property.
- 4. Defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, or persons; dangerous, unsafe, or irregular conditions on the floor or other surfaces.
- 5. Physical injury, minor or fatal accidents due to travel to and from the Activities.
- 6. Changing and inclement weather, including storms, high winds, and lightning.
- 7. Grooming behaviours that could lead to abuse, verbal, sexual and emotional harassment or discrimination.
- 8. Fatigue; dehydration; water or food borne illness; the transmission of communicable diseases, including COVID-19 and viruses of all kinds.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, HARM, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS, RESULTING THEREFROM, AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES, HOWEVER CAUSED, THAT I INCUR AS A RESULT OF THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.

Initial Here

RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of the Participant participating in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I HEREBY EXPRESSLY AND IRREVOCABLY:

- WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RHF, its affiliates, and their respective past and present shareholders, members, directors, officers, employees, contractors, volunteers, sponsors, agents, representatives, successors, and assigns, (all of whom are hereinafter collectively referred to as the "Releasees");
- RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may
 suffer, or that my next of kin may suffer as a result of the Participant's participation in the Activity,
 due to any cause whatsoever, INCLUDING any liability, claim, demands, damages, actions, suits of
 any nature based in negligence, breach of fiduciary duty, breach of contract or breach of any
 statutory or other duty of care;
- HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability, claims, actions, causes of action and demands of whatever kind or nature, either in law or in equity, whether foreseen or unforeseen, which arise or may hereafter arise from the Participant's participation in the Activity, for any damage to property of, or personal injury to or death of, any third party, resulting from the Participant's participation in the Activity and for any costs involved in connection with such claims.
- ACKNOWLEDGE AND AGREE that I will not make any claims or take any actions or proceedings
 against the Releasees in connection with the Participant's participation in the Activity, and any loss,
 damage (including property damage), injury, or death arising therefrom. I FURTHER AGREE that if I

should commence such an action, or take such proceedings, and the Releasees, or any one of them, are added to such proceeding in any manner whatsoever, the proceeding and/or claims will be immediately discontinued and I will be liable to the Releasees, or those affected, for the legal costs incurred in any such proceeding, on a full indemnity basis.

 AGREE that this Release is intended to be as broad and inclusive as permitted by the applicable laws.



GENERAL TERMS

I agree that this Agreement forms the entire agreement between the parties with respect to the subject matter hereof, and supersedes and cancels any and all prior agreements, statements, representations, warranties, undertakings or agreements between the parties. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions, which shall continue to be enforceable.

I acknowledge that the Participant's participation in the Activity, is completely voluntary and that the Participant has not been influenced to any extent whatsoever in participating in the Activity or in signing this Agreement. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement. This Agreement is binding on and will ensure to the benefit of me and my heirs, administrators, and next-of-kin, and the RHF and its successors and assigns.

Unless you are a resident of Quebec, this Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario. For Quebec residents, this Agreement is governed by the laws of Quebec and the federal laws of Canada applicable in Quebec. If any dispute arises related to this Agreement, the courts located in Toronto, Ontario will have sole jurisdiction over the dispute.

PUBLICITY AND PERSONAL INFORMATION

All youth Participants will be invited to provide feedback about their event experience through a survey platform. This will include an opportunity for Participants to provide their comments and input to be potentially shared in RHF and Forum promotional materials with an opt-in or opt-out option for both activities.

Media Release:

I consent to images of the Participant being taken and used to document the activities of the RHF. I grant the RHF an unrestricted irrevocable, worldwide, royalty-free, transferrable, and sub-licensable licence to utilize (including modify and edit) Participants' name, picture, voice, image, persona, or other likeness in perpetuity and without additional compensation, in any and all media, including, without limitation, film, audio and video tape and still photography, whether online, in print or other formats, and to make those materials available to third parties for broadcast and publication, without further notice for any purpose whatsoever in connection with the activities of the RHF, including, without limitation, advertising and marketing communications.

Personal Information: The RHF is committed to collecting, using, and disclosing information concerning its donors, supporters, volunteers, program participants, children and families in accordance with the RHF

Privacy Policy. The Privacy Policy identifies the manner in which the RHF complies with privacy laws applicable in Canada. The RHF is collecting, using, and retaining your/the Participant's personal information for the purpose of the aforementioned Activity description and to inform you/the Participant of program updates and upcoming opportunities at the RHF. Processing Participant registration is done with minimal personal data and with only the necessary information. The RHF will only gather and process the necessary, minimal amount of personal data that is required to identify participants and for Forum programming and event purposes. Your/the Participant's personal information shall only be disclosed in the event that it may be required by law or as otherwise described in our Privacy Policy. This information will be maintained indefinitely as it is a requirement of our insurance company and legal counsel. If you wish to update or review your/the Participant's information retained by the RHF please contact personal-info@rhf-frh.ca

Communication:

Communication with the Participant is to be used solely for the purposes related to the RHF and Forum programs and events. I grant permission to the RHF and Activity personnel (staff, partners, volunteers) to communicate with the Participant via telephone, email, social media and text message.

I CONFIRM that my signature on this Agreement constitutes my consent to the collection, use, disclosure and retention of personal information belonging to me as described in this Agreement. Where it is necessary for my parent/guardian to also provide consent for the collection, use, disclosure and retention of my personal information, my parent/guardian has also provided their signature to confirm consent.

CASL CONSENT:

Minors and individuals who cannot legally give consent must not check the following box. The following box may be checked by the Participant if they are the legal age of majority in their jurisdiction of residence or by the parent / legal guardian of the Participant if the Participant is a minor or cannot legally give consent. You are not required to check this box.

☐ Yes, I wo	uld like to receive information about events, products, programs, services,
and contests fr	om the Rideau Hall Foundation, and I understand I can
unsubscribe at	any time. By checking this box, you are providing consent to the Rideau
Hall Foundatio	n to receive commercial electronic messages at your e-mail address provided
above from the	e Rideau Hall Foundation.
Rideau Hall Fo	undation, 9 Rideau Gate, Ottawa, ON, K1M 1M6 (info@rhf-frh.ca)

I DECLARE THAT I have full right, power and authority to enter into this Agreement on behalf of myself, or on behalf of the Participant identified below if the Participant is a minor or cannot legally give consent and I agree to indemnify and hold harmless the Releasees for any claims or liabilities assessed against them as a result of any insufficiency of my

legal capacity or authority to act for and on behalf of the Participant in the execution of this Release.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I WHICH I, THE PARTICIPANT OR MY OR THE PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I UNDERSTAND THAT IF I HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, I SHOULD CONSULT A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

I HAVE SIGNED THIS AGREEMENT FREELY AND WITH FULL KNOWLEDGE ON THE DATE BELOW.

	NOT APPLICABLE
Name of the Participant	Name of the parent/legal guardian (if the Participant is a minor or cannot legally give consent)
	NOT APPLICABLE
Signature of the Participant	Signature of the parent/legal guardian
	NOT APPLICABLE
Date	Date

THIS AGREEMENT MUST BE SIGNED PRIOR TO PARTICIPATING IN THE ACTIVITY.

APPENDIX A: Forum Vancouver Regional Event Agenda

Thursday, November 21

Day one will build community by creating a journey for participants to go from "What Matters to Me" to "What Matters to Us". This empowering experience will build skills and knowledge and help participants understand the importance and power of collaboration. Building on their interests, they will learn how to make a case for an issue that is important to them and have an opportunity to practice with support from professionals.

	Agenda	Location
9:00 AM to 12:00 PM	Registration, Welcome, & Morning Sessions	UBC Nest
12:00 PM to 12:45 PM	Lunch	UBC Nest
1:30 PM to 4:00 PM	Afternoon Sessions	UBC Nest
4:00 PM to 5:30 PM	Changemaker Fair	UBC Nest
5:30 PM to 6:30 PM	Travel to Holiday Inn & Check-in	Holiday Inn
6:30 PM to 10:00 PM	Pizza Party and Games Night	Holiday Inn

Friday, November 22

Day two will provide participants inspiration and tools to make change and an opportunity to prepare an action plan for change.

	Agenda	Location
7:30 AM to 8:30 AM	Breakfast & Transport to UBC	Holiday Inn
9:00 AM - 12:00 PM	Morning Sessions and Workshops	UBC Nest
12:00 PM to 1:00 PM	Lunch	UBC Nest
1:00 PM to 5:30 PM	Afternoon Sessions and Workshops	UBC Nest

5:30 PM to 6:00 PM	Transport to Granville Island	
6:00 PM to 10:00 PM	Improv and Dinner	False Creek Community Centre

Saturday, November 23

Day 3 will provide an opportunity for participants to make policy recommendations directly to elected leaders for their consideration and feedback.

	Agenda	Location
7:30 AM to 9:00 AM	Breakfast & Transport to City Hall	Holiday Inn
9:00 AM to 12:00 PM	Morning Sessions	City Hall
12:00 PM to 1:00 PM	Lunch	City Hall
1:00 PM to 3:00 PM	Presentations to Elected Leaders	City Hall
3:00 PM to 4:00 PM	Celebration	City Hall

APPENDIX B: Forum Vancouver Regional Event Code of Conduct

Program Shared Values & Expected Behaviours:

Be friendly, patient, and welcoming

We value creating a positive learning environment based on friendliness and patience and we strive to be a community that welcomes and supports people of all backgrounds and identities. Help create welcoming, inclusive, safe(r) spaces for people from diverse backgrounds – don't discriminate against others because of their identity. This includes but is not limited to: members of any race, ethnicity, culture, national origin, colour, immigration status, social and economic class, educational level, sex, sexual orientation, gender identity and expression, age, size, family status, political belief, religion, and mental and physical ability. Be friendly, patient and always welcoming.

Be considerate

Any decision you take will affect others, and you should take those consequences into account when making decisions. Please remember that we're a national community, so you might not be communicating in someone else's primary language.

Be respectful

Not all of us will agree all the time, but disagreement is no excuse for poor behavior and poor manners. We might all experience some frustration now and then, but we cannot allow that frustration to turn into a personal attack. It's important to remember that a community where people feel uncomfortable or threatened is not a productive one. Please be respectful when dealing with other participants and community members. This includes, but is not limited to:

- Respecting others when they are speaking and sharing.
- Be mindful of how much time and space you're taking up and consider if others have had a chance to ask questions or share their perspectives.

Be careful in the words and actions that you choose – any type of harassment is unacceptable Be kind to others. Do not insult or put down other participants. Harassment and other exclusionary behavior are not acceptable. This includes, but is not limited to:

- Violent threats or language directed against another person.
- Discriminatory jokes and language.
- Posting sexually explicit or violent material.
- Posting (or threatening to post) other people's personally identifying information ("doxing").
- Personal insults, especially those using racist, sexist terms, ableist (i.e., stupid), homophobic (i.e., that's gay), transphobic, or classist.
- Unwelcome sexual attention.
- Advocating for, or encouraging, any of the above behavior.
- Repeated harassment of others. In general, if someone asks you to stop, then stop.
- Misgendering someone intentionally when provided pronouns.
- Not making assumptions about a person's pronouns based on their perceived gender expression. If a pronoun assumption is made and you are corrected, humbly apologize, but do not dwell, as this can also make individuals feel uncomfortable/unwelcome.

When we disagree, try to understand why

Disagreements happen all the time. It is important that we resolve disagreements and differing views constructively. Remember that we are different. The strength of the Forum for Young Canadians program comes in large part from its varied community, people from a wide range of backgrounds. Different people have different perspectives on issues. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Instead, focus on helping to resolve issues and learning from mistakes and to look at our own role in a minor disagreement and work towards a solution wherever possible.

Create spaces free from violence, abuse and harassment

The Rideau Hall Foundation and Forum for Young Canadians believe in the prevention of violence, abuse and harassment. We promote violence-free in-person and online spaces where all people respect one another and work together. Unwelcome words or actions that are known (or should be known) to be offensive, embarrassing, humiliating or demeaning or behaviour that intimidates, isolates, or even discriminates against another participant or member of our community will not be tolerated. Behaviours that are not acceptable and will not be tolerated include:

- Harassment or discrimination based on race, class, gender identity, sexuality, religion, or ethnic background.
- Making remarks, jokes, or innuendos that demean, ridicule, intimidate, or offend.
- Verbally abusive behaviours, such as yelling, insults, and name-calling.
- Engaging in implicit or explicit sexual acts or forcing or encouraging a person to engage in implicit or explicit sexual acts alone or with another person of any age of the same or opposite sex.
- Sexual epithets, jokes, written or spoken references to sexual conduct, gossip regarding one's sex life, and comments about an individual's sexual activity, deficiencies, or provess.
- Verbal abuse of a sexual nature.
- Display of sexually suggestive objects, pictures, or drawings.
- Sexual leering or whistling, any inappropriate and obscene language or gestures, and suggestive or insulting comments.
- Spreading malicious rumours.
- Excluding or ignoring someone.
- Sabotaging someone else's work.
- Making false allegations about someone.
- Displaying or circulating offensive pictures or materials.
- Bullying.
- Even if no one is being directly targeted, words or actions can negative impact the community environment, making it a hostile or uncomfortable place in which to work.

Be honest and transparent.

Be Present. Try Your Best. Have Fun!

Our intent is that the anyone in the Forum community can stand up for this code, and direct people who are unaware to become familiar with this document. If you believe you, or anyone else, is in any kind of danger, please notify the appropriate supervisors or law enforcement.