

## Run on Mount Royal

### RELEASE AND WAIVER OF LIABILITY

In consideration of the opportunity to participate in a running activity ("**activity**") on Mount Royal, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **I hereby irrevocably and unconditionally accept and declare the following to CFA Society Montreal:**

I have attained the age of majority in my territory of residence and I am fully competent to enter into a contract in my own name and to sign this release and waiver of liability ("**release**").

I am aware and acknowledge that my participation in the activity may involve certain dangers and risks of accident, injury, loss and/or damage, including but not limited to, personal injury and bodily harm, death and/or property damage ("**risks**"), and that regardless of the degree of care, prudence, instruction or expertise, such risks cannot be eliminated. I understand and have reviewed and assessed the nature, scope and extent of the risks involved, and I choose expressly, voluntarily and without constraint to assume all risks, foreseeable or unforeseeable, related to my participation in the activity.

I hereby declare, represent and warrant that: i) I am in good health and physical condition and am not suffering from any injury, indisposition or other disorder that could endanger my safety or that of others during my participation in the activity; ii) I will at all times follow all the instructions and rules communicated to me verbally or in writing regarding my participation in the activity; and iii) I will not participate in the activity while in a state of impairment by any substance (including, but not limited to, alcohol or drugs). If CFA Society Montreal finds, at its sole discretion, that I am partaking in an illegal activity or conducting myself in a disorderly manner during or after the activity, I agree that CFA Society Montreal shall have the right to immediately terminate my participation in the activity.

I hereby release, waive and forever discharge CFA Society Montreal and any other person or entity connected to and/or participating in the development, production, administration or conduct of the activity, and each of their respective employees, directors, administrators, agents, representatives, successors and assigns, as well as all administrators, volunteers and employees working at the activity (collectively, "**released parties**") of and from all actions and causes of action in respect of loss, damage, injury (including, but not limited to, personal injury and bodily harm, death and property damage) howsoever caused (through negligence or otherwise), claims, demands, costs, expenses (including, but not limited to, legal fees) and any other liability whatsoever arising directly or indirectly from, or in any way connected to, the activity, including, but not limited to, my participation in the activity.

I authorize irrevocably and in perpetuity CFA Society Montreal to reproduce, copy, publish, distribute or otherwise use: i) my name; ii) my image; (iii) my voice; and (iv) any comment ascribed to me (collectively, "**property**"), which may be filmed, photographed, recorded or otherwise captured by or on behalf of CFA Society Montreal while I participate in the activity or any material based on it or arising therefrom, or to refrain from doing so, in whole or in part, in any way or in any medium whatsoever. I acknowledge that the decision to use or not to use the property is left to the complete and absolute discretion of CFA Society Montreal and that I will have no right of approval or any claim for payment or additional benefit, or any other claim arising directly or indirectly from use of the property. In addition, I agree that all material ("**material**") created by or for CFA Society Montreal that contains the assets in whole or in part remains the sole and exclusive property of CFA Society Montreal and that CFA Society Montreal retains all existing intellectual property rights over the material. In addition, insofar as I may possess moral rights over the material, I hereby waive all such moral rights in favor of CFA Society Montreal.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND THE TERMS AND CONDITIONS, AM AWARE THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAN LEGAL RIGHTS AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COMPULSION AND WITHOUT BEING GIVEN ANY ASSURANCE OR GUARANTEE. MY SIGNATURE CONSTITUTES FOR ME A COMPLETE AND UNCONDITIONAL RELEASE FROM ANY AND ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Signed on \_\_\_\_\_

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of an adult witness

***I hereby also undertake to provide the information below and expressly declare that it is truthful in all respects:***

Age: \_\_\_\_\_ Company: \_\_\_\_\_

Telephone no.: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_

Emergency contact telephone number: \_\_\_\_\_

Allergies, if any:

\_\_\_\_\_

Other relevant medical conditions, if any:

\_\_\_\_\_

Run distance:

5 km  or 10 km