

**WWF-CANADA'S CLIMB FOR NATURE x CN TOWER RELEASE AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY BEFORE COMPLETING THE REGISTRATION:**

TO: World Wildlife Fund Canada ("WWF-Canada"), World Wildlife Fund International, Canada Lands Company CLC Limited, City of Toronto, Oxford Properties and Metropolitan Toronto Convention Centre Corporation, (collectively the "Organizers") and their affiliates, individually, and as a whole, together with their officers, directors, employees, servants, agents, affiliates, suppliers, successors and assigns, volunteers, sponsors, donors, and funders (collectively the "Representatives").

I wish, or I on behalf of a minor child below the age of 18 (the "**Minor**") as their Parent or Legal Guardian who wishes, to participate in the 2025 WWF-Canada's Climb for Nature x CN Tower (the "Event") on Saturday, April 05 or Sunday, April 06, 2025, benefiting WWF-Canada's conservation efforts and agree to abide by all rules, regulations, event instructions and the directions of Event officials, as well as applicable municipal, provincial, and federal laws and regulations.

I accept that any/all participants accompanying me on the Event must be at least 13 (thirteen) years of age on Event's day and must be at least 42 inches tall (or 3½ feet). Any climbers between ages 13 to 17 years old must have a parent or legal guardian accept this waiver at time of registration.

In return for being permitted to participate in the Event, and with the intention to be legally bound, I hereby agree, on behalf of myself or on behalf of the Minor child for whom I am their Parent or Legal Guardian:

1. TO VOLUNTARILY ASSUME THE RISKS OF PARTICIPATING IN THE EVENT. I understand that the Event involves physical activity and climbing the stairs of the CN Tower. I understand that the risks of participation include exertion-related health problems, impact against a hard surface due to slips or falls, or collisions with other participants and other incidents that could cause loss to property, personal injury or death, and related losses. If I have concerns with respect to my health or medical condition, or the health or medical condition of the Minor child, I understand that it is advisable to consult a physician prior to participating in the Event. I certify that I am, or the Minor child is, physically capable of participating in the Event and that I am, or the Minor child is, solely responsible for my/their personal health and safety, and all personal property at the Event.

2. By accepting this Release and Indemnity, I unconditionally RELEASE AND FOREVER DISCHARGE the Organizers and Representatives FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, DAMAGES AND LIABILITIES WHATSOEVER (collectively the "Claims") FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS TO PROPERTY AND ANY AND ALL OTHER LOSS OR INJURY, including, without limitation, economic loss or consequential damages (collectively "Damages") that may result, directly or indirectly, from my or the Minor child's participation in the Event, activities related to and/or activities in preparation for the Event, my or the Minor child's entering into the Metro Toronto Convention Centre and my or the Minor child's entering into the CN Tower or upon its surrounding lands and premises. This release applies regardless of whether the Damages are occasioned, wholly or in part, by any act or omission of one or more of the Organizers or Representatives, whether negligent or grossly negligent or otherwise.

3. I agree that I, or the Minor child for whom I am the Parent or Legal Guardian, will make no demand or claim against any other person who could claim against one or more of the Organizers

and Representatives for the matters this Release and Indemnity covers. I also agree that any participant who accompanies me to the Event and is a Minor will be closely supervised by me at all times during the Event and that I will take complete responsibility for his/her/their action(s), safety and well-being while during the Event. I completely waive all rights to any claims and liabilities against the Organizer and Representatives with respect to any injury caused to Minor at the Event. **I FURTHER AGREE TO INDEMNIFY AND SAVE HARMLESS the Organizers and Representatives from Claims for any and all Damages** suffered by me, for the Minor child for whom I am the Parent or Legal Guardian participating in the Event, and/or by any other persons arising from participation in the Event, my entering into the Metro Toronto Convention Centre and entering into the CN Tower or upon its surrounding lands and premises, whether the Damages are occasioned, wholly or in part, by any act or omission of one or more of the Organizers or Representatives, whether negligent or grossly negligent or otherwise.

4. Covid-19 consent: If requested, by a Representative, all activities carried out during the 2025 WWF-Canada's Climb for Nature x CN Tower, shall adhere to all federal, provincial, territorial and municipal guidelines and emergency measures to contain the spread of COVID-19 which apply to the Event or the Organizers performance of its obligations under this Agreement, including the Government of Canada travel, safety and security requirements found at <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>.

5. Consent to medical treatment: In the event of my injury or illness, or the injury or illness of the minor child for whom I am the Parent or Legal Guardian, during my or their participation in the Event, if I am unable to do so myself, I hereby authorize WWF-Canada in its reasonable judgment, at my expense, to secure any necessary treatment. I hereby release and forever discharge the Organizers and the Representatives from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my or the minor child's participation in the Event.

6. Photo, video, audio, film, interview, climb time results release: I give WWF-Canada as well as Canada Lands Company CLC Limited permission to take and publish photographs, videotapes, audiotapes, films and interviews and climb time results of me and/or the child named below (the "Images") for current and future use in WWF-Canada or Canada Lands Company CLC Limited materials, including marketing and promotional materials and their official website, without compensation to me. I also understand that external media organizations may attend the Event and hereby give permission for the publication and/or broadcast on-line, on television and/or radio of the Images. In case I do not want any of my photograph(s) to be used by WWF-Canada, I can do so by notifying WWF-Canada of the same picture in writing and request removal of the said photograph. I agree that this removal of said photograph(s) by WWF-Canada will be the only remedy available to me and I will neither be entitled to any monetary compensation nor claim any damages in this regard. I further acknowledge that WWF-Canada can not ensure removal of my photographs from any database maintained by any third-party including Canada Lands Company CLC and agree that I will request removal of my photographs from such third parties directly without any involvement of WWF-Canada.

7. Donations non-refundable: I understand that all donations processed by WWF-Canada are non-refundable and non-transferable, even if I or the minor child for whom I am the Parent or Legal Guardian, do(es) not participate in the Event for any reason.

8. Required Disclosures: I understand that WWF-Canada, the Organizers in whole and/or Representatives may be required to disclose personal information (including the first name, last name and telephone number) of participants to any competent authority in case of a security event. I agree that my personal information (including my first name, last name and telephone number) may, if ever necessitated, disclosed to the any of the Organizers or competent authorities in any such event.

9. Applicable laws and jurisdiction: This Release and Indemnity is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Should any portion of this Release and Indemnity be held to be invalid by any court of competent jurisdiction for any reason, such portion will be severable from the remaining provisions herein and will not otherwise affect the remaining provisions of this Release and Indemnity which will continue to be enforceable.

10. I acknowledge that prior to completing my online or in-person registration for this Climb for Nature I have read (or have had read to me) this Release and Indemnity and I fully understand its terms and agree with them. I also acknowledge that I have sought advice on this Release and Indemnity before accepting to its terms. I understand and agree that this Release and Indemnity shall bind my heirs, assigns, administrators, executors, legal representatives, next-of-kin, and anyone else who may make a claim for me or on my behalf or those of the minor child for whom I am the Parent or Legal Guardian. **I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING THESE TERMS, AND CONFIRM THAT I HAVE ACCEPTED THESE TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, OR ASSURANCE OR GUARANTEE BEING MADE TO ME.**

☐ I am the Participant. I am 18 years of age or older and accept the terms of this Release and Indemnity.

Name of participant: _____

Signature of participant: _____

☐ I am the Parent or Legal Guardian of the Minor Child Participant. I accept the terms of this Release and Indemnity on behalf of the Minor Child.

Name of participant: _____

Name of parent/guardian: _____

Signature of parent/guardian: _____