

J-Serve Toronto: Waiver and Release

I have voluntarily applied to participate in J-Serve Toronto, a Program of BBYO Ontario and BBYO, Inc., either as a Member or non-Member of BBYO Ontario and BBYO, Inc or any Partner Agencies. I understand that there are risks associated with my participation in such Programs, including without limitation, risks associated with sports activities, transportation and travel, and I understand and appreciate the nature of such hazards and risks.

In consideration for and as a condition to my participation in the Program, either as a Member or a non-Member of BBYO Ontario and BBYO, Inc. or any Partner Agencies:

I hereby accept all risk to my health and of my injury or death that may result from my participation in the Program and **I hereby fully and unconditionally release and forever discharge** BBYO Ontario and BBYO, Inc. and all Partner Agencies, and all of their respective affiliated entities, governing boards, trustees, directors, officers, employees, volunteers, advisors, parent/legal guardians or other chaperones, administrators, faculty, attorneys, agents, insurers, representatives and any other person acting by, through, under or in concert with any of such persons or entities, and their successors and assigns (collectively referred to herein as “BBYO and its Partner Agencies”), from any and all liability to me, all members of my family, my personal representatives, estate, executors, administrators, heirs, next of kin and successors and assigns for any and all claims and causes of action for any and all loss of or damage to my property (either owned or rented by me) and for any and all illness or injury to my person, including my death, that may result from or occur during and/or related to my membership in BBYO and its Partner Agencies and/or participation in the Programs, whether caused by the intentional acts, negligence or carelessness of any person or entity, including but not limited to any claims for negligence, negligent supervision and/or negligent provision of medical care and/or medication. This release extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof, occurring in connection with and/or in any way related to my participation in the Program at any time after the execution of this Waiver and Release.

I understand that I will be required to pay for any damage I cause to property of BBYO and its Partner Agencies or others. I agree to indemnify and hold harmless BBYO and its Partner Agencies from any financial liability or obligation which I personally incur, or for any injury or damage to the person or property of others which I cause or contribute to, while participating in the Program. I understand that BBYO and its Partner Agencies shall not be liable for any property (whether owned or rented) which is damaged, lost or stolen throughout the duration of the Programs.

Acknowledgment of Obligation to Comply with Standards of Conduct for all Members and Programs. I understand that as a participant in a BBYO Program, either as a Member or non-Member, I am expected to abide by the directions of BBYO and its Partner Agencies as well as the BBYO Code of Conduct, transportation policies, substance abuse policies and other policies and guidelines, as may be amended and/or modified from time to time by BBYO and its Partner Agencies in their sole discretion, without prior notice, and that I am expected to comply with all applicable laws. I understand that my failure to do so may result in discipline, including the immediate termination of my participation in the Program (including being immediately sent home from the Program), and/or immediate dismissal from membership, as determined in the sole discretion of BBYO and its Partner Agencies. I further understand that BBYO and its Partner Agencies, as they deem appropriate in their sole discretion, reserve the right (but do not have the obligation) to search my person and/or belongings and to take such action (or to refrain from such action) at they deem appropriate to secure the safety of me and/or others and/or to ensure compliance with BBYO Code of Conduct, transportation policies, substance abuse policies and other policies and guidelines (including dismissal from membership and/or participation in the Program) and that this Waiver and Release extends and applies to cover all such actions/inactions. I further understand that I may be required to submit to drugs and/or alcohol testing e.g. breathalyzer or other form of testing) and that my failure to submit to the requested testing will be grounds for disciplinary action up; however, I understand that such test need not be administered when BBYO and its Partner Agencies otherwise reasonably believes that BBYO policy, or that of its Partner Agencies, has been violated. I further understand that appropriate authorities may be contacted and I may be subject to possible prosecution by same.

I understand that if I become ill or incapacitated, BBYO may take any action it deems necessary for my safety and well-being, including securing medical treatment (at my own expense) and arranging for transporting me home. I understand that in such instances if I am sent home, that all travel arrangements, costs and liabilities (including escort costs, if applicable) associated with being sent home will be the sole responsibility of me and my parent/legal guardian, which must be paid upfront. I hereby authorize BBYO and its Partner Agencies to charge all such travel arrangements, costs and liabilities to the credit card on record with BBYO and its Partner Agencies, if such a record exists. I further understand that in such circumstances it shall be the sole responsibility of my parent/legal guardian to make immediate arrangements to pick me up at the location designated by BBYO and its Partner Agencies. I further agree that in the event BBYO and its Partner Agencies incurs any costs, expenses or liabilities for which I or my parent/legal guardian are responsible, and which are not covered or paid for by the credit card on record with BBYO and its Partner Agencies, BBYO and its Partner Agencies reserve the right to pursue collection through appropriate collection agency proceedings.

Authorization to Take/Publish Photographs and Videos. I hereby authorize BBYO and its Partner Agencies to take and/or publish photographs/video/quotations taken of me (including printing or otherwise publishing my name in association with such photograph/video or quotation) in printed or electronic format, including but not limited to in publications, presentations, promotions (including those which are mailed), exhibits, press releases, marketing materials, videos, CDs, DVDs, BBYO and its Partner Agencies' websites (both internal and external) and any social media associated with BBYO and its Partner Agencies. I acknowledge that since my participation in such photographs/video/quotations is voluntary, I will receive no financial compensation and my participation confers upon me no rights of ownership whatsoever to such photographs/video/quotations. I further understand that such photographs/video/quotations may be shared by BBYO and its Partner Agencies with its various partners consistent with these provisions.

Authorization to Share Information. I hereby authorize BBYO to share my personal information with all partner agencies, including but not limited to the Miles Nadal JCC, Prosserman JCC, Schwartz/Reisman Centre and UJA Federation of Greater Toronto and all of their divisions, departments, subsidiaries and parent organizations.

If any provision of this Waiver and Release shall be found to be unenforceable, then a court making such determination shall have the authority to narrow the provision, which shall be enforceable in its narrowed form. Moreover, each provision is independent and severable from each other, so in the event any portion is found unenforceable and not modified, then the remainder of the Waiver and Release shall remain in full force and effect.

By participating in the program, I hereby acknowledge that I have fully read, understood and accepted each of the above provisions and am voluntary executing this Waiver and Release. I have had the opportunity to consult with an attorney at my own expense to discuss and review the terms of this Waiver and Release. I acknowledge that this Waiver and Release includes a release of liability which legally prevents me or any other person from filing suit, or making other claims for damages, in the event of death, personal injury, or property damage. I understand and agree that this Waiver and Release is binding on me and members of my family, my heirs, estate, executors, administrators, personal representatives and next-of-kin and their successors and assigns.

My online registration denotes my understanding of and agreement with these statements and their implications.