

PARTICIPANT CONSENT and RELEASE for
the Rideau Hall Foundation (RHF)'s Ingenious+

To: [name of parent/guardian]

From: [name of participant]

(hereinafter referred to as "the Participant")

Participant Date of Birth (dd/mm/yyyy):

Participant Telephone Number.:

Participant Email Address:

Emergency Contact:

Emergency Contact Telephone Number:

ACTIVITY DESCRIPTION & LOCATION

(hereinafter referred to as "the Activity")

Online Application for ingenious+ youth candidates 14 to 18 years old.

Opens October 25th, 2021, and closes February 15, 2022.

Prize winners and their parent/guardian will be notified by telephone and email.

Regional events in each province/territory will showcase participants and their innovation ideas:

- Will take place in the spring 2022.
- Will be live events per region or virtual events dependent on health and safety travel restrictions.
- Travel may be required.
- Regional prize winners under the Award will receive \$1000 cash prize. One national event will showcase select participants and their innovation ideas:
- Will take place in the spring 2022.
- Will be a live event or a virtual event dependent on health and safety travel restrictions.
- Travel and overnight accommodation may be required. The RHF will cover up to maximum of \$3,000 per candidate and a parent/legal guardian.
- Cash prizes of up to \$10,000, \$7500, and \$5,000 will be awarded to the first, second, and third place prize winners.

Mentorship support will be awarded and available to prize winners. This is a voluntary activity which may be refused.

All regional and national prize winners will be recognized on the Ingenious+ website.

All prize recipients may be asked to participate in media interviews and/or have their image and related visual or sound recordings used.

**Note: Regional and National event details (i.e., activity details, location, and whether in person or virtual) is to be determined and is dependent on Covid status and restrictions.*

Publicity

- All regional and national prize winners (including all members of a group) will be recognized on the ingenious+ website.
- All recipients of prizes agree to the use and disclosure of their personal information collected by the RHF to third parties for the purpose of communicating about their innovation idea and the prize. All applicants who become prize winners agree to make themselves available for media interviews and consent to the use of their respective image and related visual/sound recordings, without the expectation of further remuneration.

SAFETY PRECAUTIONS TAKEN

The RHF strives to maintain a safe environment for Youth Participants in Ingenious +. All adult staff, program partners, volunteers, speakers, and mentors are to be screened and provided with orientation and training.

Processing submissions is done with minimal personal data. The RHF will only gather and process the necessary, minimal amount of personal data required to identify participants and evaluate their submissions.

The RHF is committed to collecting, using and disclosing information concerning its donors, supporters, volunteers, prize applicants, 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.

I acknowledge that I have read the RHF Privacy Policy:

Youth Participant _____ ***Date*** _____

Parent/Guardian _____ ***Date*** _____

Communication:

Communication with your child is to be used solely for the purposes related to the RHF and Ingenious+ programs. By signing sign below, you are granting permission for RHF and Ingenious+ Personnel (staff, partners, volunteers) to communicate with your child via telephone, email, social media and text message.

Purposes and Extent

The RHF is collecting, using and retaining this personal information for the purpose of the aforementioned ingenious+ activity description and to inform you and your child of program updates and upcoming opportunities at the RHF. Your child’s personal information shall only be disclosed in the event that your child is a successful prize recipient, or as may otherwise be required by law. 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 child’s information retained by the RHF please contact personal-info@rhf-frh.ca

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.

I acknowledge and consent to the collection, use, and disclosure of the Participant's personal information:

Youth Participant _____ ***Date*** _____

Parent/Guardian _____ ***Date*** _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

ASSUMPTION OF RISKS:

We understand that there are inherent risks, dangers and hazards, involved in my / my child's participation in the Activity. The Activities have 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 program Activities, location, need for transportation, etc. However, the Rideau Hall Foundation personnel (staff, program partners, volunteers, speakers, and mentors) are trained, and their role is to support youth participants in their achievement and recognition while keeping the risks to an acceptable level.

The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. Some of the more significant risks, dangers and hazards include, but are not limited to:

- Health: fatigue; dehydration; water or food borne illness; the transmission of communicable diseases, including COVID-19 and viruses of all kinds.
- Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, or persons; dangerous, unsafe, or irregular conditions on floor or other surfaces.
- Contact: injuries arising from the actions of other program participants such as collisions with or being struck by other individuals that may lead to bodily injury
- Advice: negligent advice regarding the Activities.
- Ability: Failing to act safely or within the Participant's own ability or within designated areas and guidelines.
- Cyber and Online Programming: Different foreseeable and unforeseeable risks than in-person programming such as privacy breaches; hacking; bullying; and technology malfunction or damage.
- Physical Conduct: The Participant's conduct and conduct of other persons including any physical altercation between participants; the possibility that youth participants may not heed safety instructions or directions given to the group or delivered individually including but not limited to leaving the group.
- Negligent Conduct: On the part of other participants and workers leading to physical or emotional injury.
- Travel: Physical injury, minor or fatal accidents due to travel to and from the Activities.
- Weather: Changing and inclement weather, including storms, high winds, and lightning.

We confirm that we have discussed and explained the risks of participating in the Activity to our child and that we have decided freely and without coercion as a family to participate in the Activity.

We freely accept and fully assume all such 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 my child's participation in the Activity.

I acknowledge the risks inherent in the Activity:

Youth Participant _____ ***Date:*** _____

I acknowledge the risks inherent in the Activity and waive my rights and release and indemnify the Rideau Hall Foundation for all potential losses:

Parent/Guardian _____ ***Date:*** _____

I/We the undersigned Parents/Guardian(s) of the Participant, in consideration of my child participating in the Activity, hereby on behalf of myself, my personal representatives, assigns, heirs and next of kin, and on behalf of my child freely and voluntarily, without duress, execute this Release under the following terms:

- TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Rideau Hall Foundation, its past and present directors, officers, participants, members, employees, agents and representatives (all of whom are hereinafter collectively referred to as the "Releasees");
- TO RELEASE THE RELEASEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS 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 my 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;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES and their respective successors and assigns 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 my child's participation in the Activity, for any damage to property of, or personal injury to, any third party, resulting from my child's participation in the Activity and for any costs involved in connection with such claims.
- I EXPRESSLY AGREE that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, Canada, and that this Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada, applicable therein. 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;
- THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- 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.

I/We the undersigned Parents/Guardian(s) of the Participant execute the foregoing Release for and on behalf of the Participant named herein. I/We hereby bind myself/ourselves, the Participant, and all our heirs and assigns to the terms of this Release. I/We represent that I/we have legal capacity and authority to act for and on behalf of the Participant named herein, and I/we agree to indemnify and hold harmless the Rideau Hall Foundation and other Releasees named above for any claims or liabilities assessed against them as a result of any insufficiency of my/our 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 OR MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTRATORS AND ASSIGNS 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.

Signed this _____ day of _____, 20_____

Participant Signature _____

Signed this _____ day of _____, 20_____

Parents'/Guardian Signature _____