

Participant Release Form – Indspire

Name: _____ School Name: _____

Name of Legal Guardian: _____ Phone/Email: _____

Event Date: February 2019	Event Locations: Calgary, AB Various locations - Soaring, Campus Days, Indspire Awards	Event Description: Soaring: Indigenous Youth Empowerment Gathering
Form Due to School:		

In consideration for the opportunity to participate in (the "Event"), I hereby agree as follows:

I agree to participate in the Event and agree that Indspire and Indspire's sponsors may record my voice and appearance on audio-visual media and take photographs of me during my participation in the Event.

I agree that Indspire and Indspire's sponsors may, and may authorize others to, broadcast, distribute or otherwise exploit any audio-visual media or photographs created by Indspire during the Event, which I understand may include my name, voice, image, likeness, biographical information, and any comments made by me about the Event, as may be edited or otherwise altered, in any form and in any media now or hereafter known for promotional or other purposes, worldwide and in perpetuity.

I agree that Indspire and/or its assigns shall own all rights in any audio-visual media or photographs created by Indspire and Indspire's sponsors during the Event, including all property rights and copyright. I agree and warrant that I will not have any right of approval, or claim to additional compensation or benefit, arising from my participation in the Event or the use and exploitation of my name, voice, image, likeness, biographical information, or any comments made by me about the Event, as described in this Release, and I agree not to institute any action on the grounds that any such use or exploitation constitutes an infringement of my rights, including without limitation, moral rights, rights of privacy or publicity, copyrights, or a negative reflection on my reputation.

I hereby release, discharge, hold harmless, waive any and all claims against and covenant not to sue Indspire and Indspire's sponsors, and Suncor, and each of their respective successors, licensees, sponsors, assigns, and their respective employees, officers, and agents in connection with, and from, any and against all claims, suits, liabilities, demands, damages, actions, causes of action, costs (including legal fees) and expenses whatsoever, at law or in equity, arising either directly or indirectly from my participation in the Event including, without limitation, any liability for personal injury, death or damage to property sustained by me or any other person or entity, which may arise directly or indirectly from my participation in the Event, or the creation, use, or exploitation of any audio-visual media or photographs created by Indspire and Indspire's sponsors during the Event as herein provided.

I agree that this Release will be binding upon and will inure to the benefit of the parties and their respective heirs, administrators, successors and assigns.

I agree that: (i) this Release will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein; (ii) for the purposes of all legal proceedings, this Release will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive jurisdiction to entertain any action arising hereunder; and (iii) each party hereby attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

I agree that I have read the foregoing and fully understand the meaning and effect thereof, that I have signed this Release, and that Indspire and Indspire's sponsors is under no obligation to exercise any of the rights granted herein.

Student/Participant Signature _____ Date: _____

***** Parents must complete this section for Students under the age of 18. Please sign EITHER section 1 or 2 below:**

In the event that the above-named Student is under the age of 18, I, _____, being a parent and legal guardian of and a person who exercises parental control over the above-named Student (my "child"), represent, warrant, and agree: (a) that Indspire has entered into the foregoing Release in reliance on and in consideration of my covenants made in this Consent; and (b) that during the period of my child's minority, my child will perform and abide by the provisions of the foregoing Release on his/her part to be observed, performed or both. I will indemnify Indspire, its licensees, successors and assigns, from any claims, losses, damages and costs, including actual legal fees, which Indspire, its licensees, successors or assigns, or any of them, may incur: (i) by reason of my breach or purported breach of the provisions of this Consent; (ii) by reason of my child's breach or purported breach of any of the representations or warranties or other agreements set forth in the foregoing Release which were to be observed, performed or both on his/her part; and/or (iii) by reason of my child's renunciation or revocation of, or other action with respect to, the foregoing Release.

[1] My child may attend, and I agree to and accept this release and consent:

 Name of Legal Guardian Signature Date

[2] I agree that my child may attend, but **MAY NOT** be included in any recordings or photographs whatsoever:

 Name of Legal Guardian Signature Date