

## **Waiver, Release & Privacy**

In consideration of the acceptance of my registration and the permission to participate as an entrant or competitor in the Cadillac Fairview Run, (the "Event(s)"), I (the Athlete) hereby state I have conditioned myself to participate in the Event(s) I have chosen.

I, for myself, my heirs, executors, administrators, successors, and assigns HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE The City of Toronto, The Toronto Police Services Board, The Toronto Police Service, Members of the Toronto Police Service Auxiliary Program, The Chief of Police, Event Officials and Volunteers, The Cadillac Fairview Corporation Limited, Pediatric Oncology Group of Ontario, and all other associations, sanctioning bodies and sponsoring companies, and elected and appointed officials, successors and assigns, OF AND FROM ALL claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of my participation in the Event, whether as spectator, participant, competitor, or otherwise, whether prior to, during or subsequent to the Event, AND NOTWITHSTANDING that same may have been contributed to or occasioned by the negligence of the aforesaid. I warrant that I am in good physical condition and am able to safely participate in the Event. I am fully aware of the risks and hazards inherent in participating in the Event, including the possibility of serious physical trauma, injury or death, and elect to voluntarily compete in the Event knowing such risks. I grant to the Medical Director of the Event access to all medical records (and physicians) as needed and authorize medical treatment as needed. I acknowledge that The Cadillac Fairview Corporation Limited has the right to alter, change, cancel and/or postpone any of these Events as a result of circumstances that would affect or impact the event which are beyond their control.

I FURTHER HEREBY UNDERTAKE TO HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with my participation in the Event.

I agree to the use of my name and photographs in broadcasts, newspapers, magazines, brochures, and other media without compensation. I agree that personal information is requested in the registration process and I agree that such personal information may be used for marketing research purposes and it may be disclosed to third parties. Further I agree to receive periodic mail and email from The Cadillac Fairview Corporation Limited and/or its affiliates (collectively "CF"). For further information relating to CF's privacy policy contact CF's Chief Privacy Officer in writing at The Cadillac Fairview Corporation Limited, Suite 500, 20 Queen Street West, Toronto, Ontario, M5H 3R4.

BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE HAVING READ, UNDERSTOOD, AND AGREED TO THE ABOVE WAIVER, RELEASE and INDEMNITY. I warrant that all statements made in this release agreement are true and correct and understand that CF has relied on them in allowing me to participate in the Events.