

Waiver of Liability and Hold Harmless Agreement

PLEASE READ CAREFULLY BEFORE SIGNING.

As a Volunteer, I fully understand and agree to the following:

In consideration for receiving permission to participate in volunteer activities with the Ottawa Chamber Music Society (hereinafter referred to as **Colours Care**), I hereby release, waive, discharge and covenant not to sue the Colours Care, their officers, agents, servants, or employees (hereinafter referred to as **releasees**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the **releasees**, or otherwise, while participating in such a volunteer activity, or while in, on, or upon the premises where the volunteer activity is being conducted.

Except as authorized, during my service as a volunteer, I will not use the **Colours Care** facilities and equipment, not disclose, release or make use of any confidential or personal information that has been shared with, or acquired by me except in accordance with my assigned duties as a volunteer.

I will not receive any remuneration, salary, wage, payment or any employee benefits whatsoever, and I further understand that there is no employment relationship as a result of my volunteer activity. Further, I understand that the **Colours Care** may in its sole discretion reassign me or terminate my services as a volunteer, without notice or compensation.

I understand that **Colours Care** does not maintain any insurance policy covering any circumstance arising from my participation in volunteer activities or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

My volunteer activity may involve personal risk and could result in property damage or bodily injury, and I hereby elect to voluntarily participate with full knowledge that said volunteer activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the **Colours Care** or otherwise.

I agree to indemnify and hold harmless the **releasees** from all claims, demands, causes of action, losses, damages or costs arising from my actions as a volunteer, unless such claims, demands, causes of action, losses, damages or costs are attributable to my good faith performance of authorized volunteer activities. I hereby release, waive and discharge the **Colours Care** from all liability to my heirs, executors, administrators, assignees for all losses or damage and any claims or demands for such loss or damage on account of injury to person or property.

I understand that volunteers are not covered by the *Ontario Workplace Safety and Insurance Act* and that, as a result, I am not entitled to make any claims for compensation pursuant to the *Ontario Workplace Safety and Insurance Act*.

I am aware of the nature and effect of the Release of All Claims and Waiver of Liability form that I am signing. I acknowledge having read, understood, and agree to the above conditions, release and waiver.

I understand that the **Colours Care** will not share my personal information with third parties.

If under 18 years of age, a parent or legal guardian is required to sign:

I hereby certify that I am the parent/legal guardian of _____, a minor pursuant to the *Age of Majority and Accountability Act* and that s/he has my permission to serve as a volunteer with the **Colours Care**. As the parent/legal guardian, I fully understand and have full knowledge of the nature and extent of the risks involved with his/her participation as a volunteer.

Signature of Volunteer or Parent/Legal Guardian Date