

Adopt-a-Street Application

Risk, Waiver and Indemnity Agreement

By signing this Agreement, you waive certain legal rights, including the right to sue.

To: The City of Cornwall, its officers, directors, and employees (“The City”)

Adopt-a-Street Program Requirements

I confirm that I am at least 18 years of age or older or participating with a parent/guardian/teacher. I agree to take care to minimize the risks associated with the Program and while participating in the Program, I will wear appropriate clothing and footwear, and use the tools and materials provided by the City. I will promptly notify the City in the event I am injured or property is damaged while I am participating in the Program. I understand that I am free to withdraw from or reduce my participation in the Program at any time. I agree to return my supplies to the City when I no longer participate in the Program.

Awareness and Assumption of Risk

I acknowledge that there are dangers, risks and hazards associated with participation in the Program including, but not limited to, the risk of injury, contact with dangerous debris, slips or trips, and falls on slippery or uneven surfaces and collision with passing traffic, and freely accept and assume all dangers, risks and hazards associated with the Program. I understand that the City’s workers’ compensation coverage does not apply to me as a volunteer.

Waiver of Claims, Release of Liability and Indemnity Agreement

In consideration of the acceptance of my registration and participation in the Program, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf:

1. Covenant not to sue and hereby waive, release and discharge from the City, and anyone acting for or on the City’s behalf, from any and all claims of liability for injury, loss and damage of any kind or nature, arising out of or sustained in the course of my participation in the Program. This Release and Waiver applies to all claims, foreseen and unforeseen, including negligence and breach of statutory or other duty of care (including that owed under the Occupiers’ Liability Act).
2. Hold harmless, release and indemnify the City from all liability for any loss, damage, injury or expense that I may suffer or that any of my dependants may suffer as a result of the Program due to any cause whatsoever including, without limitation, negligence, breach of contract or breach of any duty of care under the Occupiers’ Liability Act (Ontario) or other enactment on the part of the City.

I recognize that by signing this document, I am waiving certain legal rights, including the right to sue.

Signature of participant:	
Signature of parent/guardian/teacher (if required):	
Print participant’s name:	Date signed:

Signature of Witness:	
Print Witness’s Name:	Date signed:
Address (including city and postal code):	