

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNITY AGREEMENT
AND RECORDED MATERIAL RELEASE**

EVENT LOCATION: _____

TO: The Toronto-Dominion Bank (“TDBG”) and its directors, officers, employees, representatives and agents (collectively, the “Agents”, and together with TDBG and “TD”).

RECORDED MATERIAL RELEASE

In consideration of my (or my child’s or ward’s) participation in the Program, which participation is hereby acknowledged, I hereby grant permission to TD to take and use visual and audio recordings, including photographs (“Recordings”) of me (or my child or ward), regardless of modifications or alterations, for any purpose whatsoever, and in any manner or media whatsoever including print, broadcast or the internet without further notice or compensation.

I waive the opportunity or right to inspect or approve the finished product or the use to which it may be put or the copy and/or illustrations used with it.

I hereby assign copyright, and waive all moral rights with respect thereto to TD, in perpetuity and I sell, assign and transfer my right title and interest in and to all negatives, film, print and reproductions thereof to TD. I release all my rights, claims, demands, actions which I may or can have against TD on account of the use of said Recordings.

PARTICIPATION

1. I agree as a precondition to my (or my child’s or ward’s) participation in the Program and in consideration of TD and its partners allowing me (or my child or ward) to do so, that I will strictly be bound by the terms of the Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement and Recorded Material Release (the “Agreement”).
2. I acknowledge that I wish (or my child or ward wishes) to voluntarily participate in the Program described above. I also understand that it is my responsibility to make sure that I am (or my child or ward is) in sufficiently good health and physical condition to safely participate in the Program. In this regard, I declare that I am (or my child or ward is) in sound health and physical condition and am able to participate in the Program.
3. I acknowledge that accidents can occur with or without any fault on my (or my child’s or ward’s) part on the part of TD and that participation in the Program is at my (or my child’s or ward’s) own risk.
4. In the event of any accident or illness affecting me (or my child or ward), I authorize the Agents to authorize, on my behalf, all procedures, including admission to hospital and any necessary treatment therein deemed essential for my (or my child’s or ward) care and well-being. Such action is only to be taken when immediate authorization from the undersigned cannot be obtained. It is understood that TD is not responsible for any medical care costs.
5. I understand and fully accept that TD reserves the right, at any time, to refuse, without penalty or any obligation to refund any amount paid, continued participation in the Program by any person who, at the sole discretion of TD, becomes a hazard to him/herself, other Program participants, or TD.
6. I hereby waive any and all claims which I may have against TD and release and indemnify TD from any and all liability for injury, death, property damage or any other loss sustained by me (or my child or ward) or my (or my child’s or ward’s) next of kin as a result of participation in the Program, due to any cause whatsoever, including, without limitation, negligence, breach of contract, or breach of any statutory or other duty of care by TD.

Internal

7. I acknowledge and agree that this Agreement limits the liability of the Agents to the same extent as it limits the liability of TDBG and TD FEF, even though the Agents are not formal parties to this Agreement.

I have read this Agreement and understood that it contains a promise not to sue TD and that it constitutes a release of liability and an indemnity for all claims. If the participant is under the age of nineteen, I confirm that I am his or her parent or legal guardian and that I have executed the Agreement on behalf of my child or ward.

This Agreement will be binding on me or my child or ward, as the case may be, and our respective representatives, heirs and assigns.

- I **recognize** that recordings of me (or my child's or ward's) were taken by TD.
- I **agree** to the **participant waiver** on my own behalf (or on behalf of my child or ward).

Dated this _____ day of _____, 2018.

Name of Participant: _____
(or Name of Parent or
Legal Guardian)

Signature: _____

Print Name of Witness: _____

Signature of Witness: _____