



LAKE ONTARIO
REGION

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Authorization Form: WAIVER AND RELEASE

Submission of this form, along with a Membership Form – <http://www.bbyo.ca/pdf/membership.pdf>, is required of all first-time applicants for participation in BBYO programs, regardless of whether s/he intends to participate as a Member or non-Member.

I, _____ (participant), have voluntarily applied to be a Member of B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc., and/or to participate in the Programs of B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc. (“Programs”), either as a Member or non-Member of B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc. I understand that there are risks associated with my membership in B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc. and/or my participation in such Programs, including without limitation, risks associated with sports activities, overnight stays, transportation and travel, and I understand and appreciate the nature of such hazards and risks.

In consideration for and as a condition to my membership in B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc. and/or my participation in the Programs, either as a Member or a non-Member of B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc.:

I hereby accept all risk to my health and of my injury or death that may result from my membership in B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc. and/or participation in the Programs and **I hereby fully and unconditionally release and forever discharge** B’nai B’rith Youth Organization (Lake Ontario Region) and BBYO, Inc., its travel partner Tlalim and each of their respective affiliated entities, governing boards, trustees, directors, officers, employees, volunteers, advisors, parent/legal guardians or other chaperones, administrators, faculty, attorneys, agents, insurers, representatives and any other person acting by, through, under or in concert with any of such persons or entities, and their successors and assigns (collectively referred to herein as “BBYO”), from any and all liability to me, all members of my family, my personal representatives, estate, executors, administrators, heirs, next of kin and successors and assigns for any and all claims and causes of action for any and all loss of or damage to my property (either owned or rented by me) and for any and all illness or injury to my person, including my death, that may result from or occur during and/or related to my membership in BBYO and/or participation in the Programs, whether caused by the intentional acts, negligence or carelessness of any person or entity, including but not limited to any claims for negligence, negligent supervision and/or negligent provision of medical care and/or medication. This release extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof, occurring in connection with and/or in any way related to my membership in BBYO and/or participation in the Programs at any time after the execution of this Waiver and Release.

I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur while participating in the Programs, as well as for any damage I cause to property of BBYO or others. I agree to indemnify and hold harmless BBYO from any financial liability or obligation which I personally incur, or for any injury or damage to the person or property of others which I cause or contribute to, while being as a Member and/or participating in the Programs. I understand that BBYO shall not be liable for any property (whether owned or rented) which is damaged, lost or stolen throughout the duration of my membership and/or the Programs.

Acknowledgment of Obligation to Comply with Standards of Conduct for all Members and Programs. I understand that as a Member of BBYO and/or as a participant in a BBYO Program(s), either as a Member or non-Member, I am expected to abide by the directions of BBYO as well as the BBYO Code of Conduct, transportation policies, housing and living arrangement policies, substance abuse policies and other policies and guidelines, as may be amended and/or modified from time to time by BBYO in its sole discretion, without prior notice, and that I am expected to comply with all applicable laws. I understand that my failure to do so may result in discipline, including the immediate termination of my participation in the Programs (including being immediately sent home from such Programs), and/or immediate dismissal from membership, as determined in the sole discretion of BBYO. I further understand that BBYO, as it deems appropriate in its sole discretion, reserves the right (but does not have the obligation) to search my person and/or belongings and to take such action (or to refrain from such action) at it deems appropriate to secure the safety of me and/or others and/or to ensure compliance with BBYO Code of Conduct, transportation policies, housing and living arrangement policies, substance abuse policies and other policies and guidelines (including dismissal from membership and/or participation in the Programs) and that this Waiver and Release extends and applies to cover all such actions/inactions. I further understand that I may be required to submit to drugs and/or alcohol testing e.g. breathalyzer or other form of testing) and that my failure to submit to the requested testing will be grounds for disciplinary action up; however, I understand that such test need not be administered when BBYO otherwise reasonably believes that BBYO policy has been violated. I further understand that appropriate authorities may be contacted and I may be subject to possible prosecution by same.

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I understand that if I become ill or incapacitated, BBYO may take any action it deems necessary for my safety and well-being, including securing medical treatment (at my own expense) and arranging for transporting me home. I understand that in such instances if I am sent home, or in the instance of being expelled from the Program or Membership, I will not be entitled to any refund of paid Program or membership fees or costs and that all travel arrangements, costs and liabilities (including escort costs, if applicable) associated with being sent home will be the sole responsibility of me and my parent/legal guardian, which must be paid upfront. I hereby authorize BBYO to charge all such travel arrangements, costs and liabilities to the credit card on record with BBYO. I further understand that in such circumstances it shall be the sole responsibility of my parent/legal guardian identified below to make immediate arrangements to pick me up at the location designated by BBYO. I further agree that in the event BBYO incurs any costs, expenses or liabilities for which I or my parent/legal guardian are responsible, and which are not covered or paid for by the credit card on record with BBYO, BBYO reserves the right to pursue collection through appropriate collection agency proceedings.

Authorization to Take/Publish Photographs and Videos. I hereby authorize BBYO to take and/or publish photographs/video/quotations taken of me (including printing or otherwise publishing my name in association with such photograph/video or quotation) in printed or electronic format, including but not limited to in publications, presentations, promotions (including those which are mailed), exhibits, press releases, marketing materials, videos, CDs, DVDs, BBYO websites (both internal and external) and any social media associated with BBYO. I acknowledge that since my participation in such photographs/video/quotations is voluntary, I will receive no financial compensation and my participation confers upon me no rights of ownership whatsoever to such photographs/video/quotations. I further understand that such photographs/video/quotations may be shared by BBYO with its various partners consistent with these provisions.

Authorization to Share Information. I hereby authorize BBYO to share my contact information with the Prosserman JCC, Prosserman JCC Fitness & Health and UJA Federation of Greater Toronto and all of their divisions, departments, subsidiaries and parent organizations, including but not limited to first and last name, postal address, email address, phone numbers, gender and birth date.

If any provision of this Waiver and Release shall be found to be unenforceable, then a court making such determination shall have the authority to narrow the provision, which shall be enforceable in its narrowed form. Moreover, each provision is independent and severable from each other, so in the event any portion is found unenforceable and not modified, then the remainder of the Waiver and Release shall remain in full force and effect.

I hereby acknowledge that I have fully read, understood and accepted each of the above provisions and am voluntary executing this Waiver and Release. I have had the opportunity to consult with an attorney at my own expense to discuss and review the terms of this Waiver and Release. I acknowledge that this Waiver and Release includes a release of liability which legally prevents me or any other person from filing suit, or making other claims for damages, in the event of death, personal injury, or property damage. I understand and agree that this Waiver and Release is binding on me and members of my family, my heirs, estate, executors, administrators, personal representatives and next-of-kin and their successors and assigns. My signature denotes my understanding of and agreement with these statements and their implications.

_____	_____	_____
Participant Name	Signature	Date

To be completed by Parent/Legal Guardian of Member/Participant:

I/we, the undersigned parent or legal guardian of the Member/participant named in the above Waiver and Release hereby acknowledge that I/we have the authority to execute this Waiver and Release and to make decisions with respect to Member/participant and I/we assume responsibility for the actions or inactions of Member/participant.

Further, I/we hereby acknowledge that I/we have read and understand the terms of the Waiver and Release and agree on behalf of my/ourselves, the Member/participant named in the Waiver and Release, and all other members of our family, participant/Member's heirs, estate, executors, administrators, personal representatives, next of kin and their successors and assigns, to be bound by all of the terms and conditions set forth herein, including the full and unconditional release contained herein, and the responsibility for all travel arrangements, costs and liabilities associated with the Member/participant being sent home and/or expelled from the program to the same extent as such terms and conditions apply to our child named as the Member/participant therein.

_____	_____	_____
1st Parent/Legal Guardian Name	Signature	Date

_____	_____	_____
2nd Parent/Legal Guardian Name	Signature	Date