

# SKILLS CANADA-ONTARIO PROGRAMS AND COMPETITIONS

## VOLUNTEER CONDITIONS AND WAIVER FORM

EVENT: \_\_\_\_\_

**\*You MUST sign the back side of this page**

In consideration of the opportunity to participate in the Skills Canada-Ontario ("SCO" or "We") event noted above (the "Event") the volunteer ("Volunteer") signing this document agrees to the following terms and conditions:

### PRIVACY STATEMENT

SCO protects personal information that it collects and adheres to all legislative requirements for protecting privacy. SCO does not rent, sell or trade the personal information in its possession. The information provided by or concerning the Volunteer will only be used to deliver services and to keep the Volunteer informed and up-to-date on SCO's activities including, but not limited to, programs, services, events, fundraising activities, volunteer opportunities and open houses (collectively, "Activities") through periodic correspondences. The Volunteer hereby consents to: (i) SCO contacting the Volunteer for the purposes of administering Events and/or notifying the Volunteer about SCO Activities; and (ii) SCO retaining personal and other information provided by the Volunteer and using such information for the purpose of SCO conducting statistical analysis on an aggregate basis. The Volunteer may be removed from any SCO contact list by contacting SCO by email at [info@skillsontario.com](mailto:info@skillsontario.com)

### RELEASE, INDEMNITY AND MEDICAL CARE

The Volunteer represents and warrants to SCO that: (i) the Volunteer is in good health and physical condition and can participate in the Event; (ii) the Volunteer is proficient in the safe operation and use of all tools and equipment to be used at the Event; (iii) he/she or they (as applicable) understand that participation in the Event may involve certain risks and dangers of accidents, personal and bodily injury, and/or property loss or damage; and (iv) he/she or they (as applicable) understand and have considered and evaluated the nature, scope, and extent of such risks and voluntarily and freely choose to assume these risks.

The Volunteer: (i) fully and forever releases and discharges SCO and its affiliates, directors, officers, employees, members, volunteers, agents and/or insurers (individually or collectively, the "Group") from all causes of action, lawsuits, losses, damages, injuries (including, but not limited to, personal and bodily injuries, death and injury to property) howsoever caused (including, but not limited to, negligence), claims, demands, sums, costs, expenses (including legal fees and disbursements) and any other liability of any kind (collectively, "Loss") of or to the Volunteer or any other person, directly or indirectly arising out of or in connection with the Event including, but not limited to, the Volunteer's participation in the Event or the negligence of SCO; and (ii) agree not to initiate any lawsuit, claim, court action or other legal proceeding against the Group (or any one of them), nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of Loss, damage or injury sustained by the Volunteer or others in connection with the Volunteer's participation in the Event; and (iii) agree to indemnify and hold harmless SCO and the Group from and against any Loss sustained or incurred by SCO, the Group and/or the Volunteer which arises or results directly from: (a) any breach by the Volunteer of any representation, warranty or term of this document; and/or (b) any claim or allegation that is in connection with or otherwise results from the Volunteer's participation in the Event.

**SCO is hereby authorized to obtain emergency or other diagnostic procedures and/or emergency or other medical treatment for Volunteer as deemed necessary or reasonable by medical judgement.**

### RELEASE OF INFORMATION/PHOTOS

The Volunteer agrees to the release and use of the Volunteer's name and school board affiliation by SCO through press releases or as otherwise published on SCO's website; provided that such release and use will be limited to the Volunteer's participation in the Event.

Unless the Volunteer explicitly informs SCO or its representatives at the Event, the Volunteer agrees that SCO may photograph, film and/or record the Volunteer's participation in, or attendance at, the Event and that SCO may use the photographs, footage and recordings (including the Volunteer's name and likeness) (collectively, the "Recordings"), but only for the purposes of advertising, publicity and for promotion of SCO and Activities. SCO is hereby granted a perpetual, non-exclusive, sublicensable right to use the Volunteer's name and/or likeness in all Recordings and in any manner or media, without remuneration or compensation of any kind, at any time, and from time to time, but only for the purposes of advertising and promoting SCO and Activities, and the Volunteer, waives any and all moral, personality and publicity rights therein.

### TOOLS, EQUIPMENT & MATERIALS

SCO shall not be liable or responsible for any tools, equipment, materials or other belongings owned or used by the Volunteer.

### ADDITIONAL TERMS

If any portion of this document is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This document constitutes the entire agreement between the parties and supersedes any oral or written statements made by the parties in connection with the Event. This document is governed by the laws of the Province of Ontario and operates to the benefit of the parties, as well as their respective heirs, administrators, successors and assigns. The division of this document into sections and subsections and the insertion of headings are for convenience of reference only.

## SKILLS CANADA – ONTARIO VOLUNTEER CODE OF CONDUCT

**\*You MUST sign the back side of this page**

Skills Canada – Ontario promotes skilled trades and technologies as viable, first-choice career options for Ontario youth. All Skills Canada – Ontario Volunteers agree to observe the following code of conduct:

### **RESPECT FOR OTHERS**

- I will respect the rights, dignity and worth of competitors, students, participants, other volunteers, friends and spectators at Skills Canada – Ontario events and programs.
- I will treat everyone equally regardless of sex, ethnic origin, religion or ability.
- I will be a positive role model for the participants in the program or event.
- I will respect the property of all participants in the program or event and the facilities being used for the program or event.

### **ENSURE A POSITIVE EXPERIENCE**

- I will ensure that this Skills Canada - Ontario event or program is a positive experience for the participants.
- I will be fair, considerate and honest with participants and communicate with them using simple, clear language.
- I will work with participants and provide instructions to them so that they are able to participate to their fullest potential ensuring that any rules for the event or program are communicated and understood by the participants.

### **ACT PROFESSIONALLY AND TAKE RESPONSIBILITY FOR MY ACTIONS**

- I will provide for the general welfare, health and safety of any participants in my charge during the course of my assigned duties.
- My language, manner, punctuality, preparation and presentation will demonstrate the highest standards.
- I will display control, respect, dignity and professionalism to all involved in the event or program.
- I will encourage participants to demonstrate the same qualities as above.
- I will not smoke at the event or program site except in designated areas.
- I will not drink alcohol or take illegal drugs while representing Skills Canada - Ontario at any program or event.
- I will refrain from any form of personal abuse towards participants and others, including inappropriate or unwanted sexual advances on others, verbal, physical and emotional abuse.
- I will be alert to any form of abuse from other sources directed toward participants in my care.
- I will report any emergencies to the appropriate authorities after first taking immediate action to ensure the health and safety of the participants.

### **QUALITY SERVICE TO THE PARTICIPANTS**

- I will assist in providing the highest quality event possible.
- I will be a positive role model for the participants in the program or event.

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**HEALTH AND SAFETY OF THE PARTICIPANTS**

- I will assist in ensuring that the equipment and facilities are safe to use.
- I will encourage participants to seek medical advice when required.

EACH OF THE UNDERSIGNED CONFIRMS THAT HE/SHE HAS CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTANDS ITS CONTENT, AND VOLUNTARILY AGREES TO ITS TERMS.

Event: \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_

**Volunteer Signatures**

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