



2026 KIDNEY FOUNDATION OF CANADA VEGAS GARDEN PARTY RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. READ CAREFULLY.

• IN CONSIDERATION of the acceptance of my application and the granting of permission for me to participate as an entrant in the 2026 Kidney Foundation of Canada Vegas Garden Party and any or all of its associated events, I, for myself and all of my heirs, executors, administrators, personal representatives, successors and assigns (collectively referred to as the “RELEASORS”) WAIVE, RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE, The Kidney Foundation of Canada, and all/or other organizers, associations, sanctioning bodies and sponsoring companies, and all of their respective past, present and future representatives, parent companies, subsidiaries, divisions, affiliates, controlling persons, suppliers, distributors, contractors, agents, officials, assigns, servants, professional advisors and insurers, and all of their officers, directors, employees, shareholders, predecessors, successors in interest, assigns, heirs, executors, administrators or personal representatives, as may be applicable (collectively referred to as the “RELEASEES”), from any and all causes of action, actions, suits, claims and demands for damages, liability, indemnity, expenses, interest, fees and costs, including legal fees and disbursements, whether at law or in equity or under any statute, in respect of death, injury, loss or damage of every nature and kind however occurring or caused, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with my participation in The Kidney Foundation of Canada Vegas Garden Party, whether as a spectator, participant, competitor or otherwise, whether such death, injury, loss or damage occurs prior to, during or subsequent to The Kidney Foundation of Canada Vegas Garden Party, and despite that any such death, injury, loss or damage may have been caused by, contributed to or occasioned by the negligence of any of the RELEASEES.

• In particular, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the event and that such exposure or infection, particularly for unvaccinated individuals, may result in personal injury, illness, permanent disability, or death.

The Kidney Foundation of Canada strongly recommends that all participants continue to provide themselves with the highest level of protection against COVID-19, including available vaccination protocols.

The Kidney Foundation of Canada also recommends and encourages parents, guardians, and caregivers to continue with the layers of protection that make them feel at ease and which can continue to decrease COVID-19 transmission, including masking. It is important to show respect for others and their individual choices, based on their own assessment of their risk – or the risk to a loved one.

• I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES from and against any and all liabilities, losses, damages, interest, costs and expenses incurred by me and/or the other RELEASORS arising out of, as a result of or in any way connected with my attendance at and/or participation in The Kidney Foundation of Canada Vegas Garden Party, regardless of whether such liability, losses, damages or costs were caused by, contributed to or occasioned by the negligence of any of the RELEASEES or otherwise.

• I WILL NOT MAKE ANY CLAIM, take any proceeding, or commence or maintain any action in connection with the matters which are released and discharged above against any other person or corporation who might assert a claim over or against any of the RELEASEES, or who might claim contribution or indemnity from the RELEASEES.

- I ACCEPT AND ASSUME FULL RESPONSIBILITY for any and all risks of bodily injury, death or property damage arising out of or related to The Kidney Foundation of Canada Vegas Garden Party whether caused by, contributed to or occasioned by the negligence of the RELEASEES or otherwise. I agree that at all times prior to, during or subsequent to The Kidney Foundation of Canada Vegas Garden Party, I will be solely responsible for the safety of my person and my property.
- I AGREE that this Release, Waiver of Liability, and Indemnity Agreement (this “Agreement”) extends to cover all acts of negligence by the RELEASEES and is intended to be as broad and inclusive as is permitted by the laws of the province in which The Kidney Foundation of Canada Vegas Garden Party, is conducted. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, provincial or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, then all remaining provisions of this Agreement will otherwise remain in full force and effect and will be construed as if such invalid portion or portions had not been included in this Agreement.
- I am physically fit and in the proper physical condition to participate in The Kidney Foundation of Canada Vegas Garden Party.
- I consent to the collection, use and disclosure by any of the RELEASEES of my name, photograph, image, video image(s)/actions and/or other likeness in any publications or advertising, in any form or media, including but not limited to printed materials, the Internet (including social media) and broadcasts regarding the event (collectively, the “Materials”). I release the RELEASEES from all liability, actions, causes of action, claims, costs and payments for damages, loss, or injury, however occurring as a result of the use of my name, photograph, image, video image(s)/actions and/or other likeness in the Materials.
- By submitting this registration form to The Kidney Foundation of Canada, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, fully understand its terms without reservation, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, final and unconditional release of all liability to the greatest extent allowed by law.
- I accept the above RELEASE, WAIVER and INDEMNITY AGREEMENT and represent that I am 18 years of age or older, or I represent that I am the parent or guardian of the spectator, participant, competitor or otherwise who is under 18 years of age and who will be taking part in the Event and I accept the above RELEASE, WAIVER and INDEMNITY AGREEMENT on their behalf.

PLEASE ACCEPT WAIVER

Waiver

RELEASE, WAIVER and INDEMNITY AGREEMENT

Please Read Carefully

I Accept

BACK CONTINUE