

**Canadian Institute of Transportation Engineers /
Institut Canadien des Ingénieurs en Transports**

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification
for CITE Annual Conference 2020**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

PLEASE READ CAREFULLY!

In consideration of Canadian Institute of Transportation Engineers / Institut Canadien des Ingénieurs en Transports, a Canadian Non-profit Corporation ("CITE"), permitting the individual named below ("I" or "me") to participate in the CITE/QUAD Conference 2020 and all activities thereunder, to be held May 23, 2020 to May 27, 2020 in Vancouver, British Columbia, inclusive of tours, transportation, social or educational events and recreational activities and, in particular, without limiting the generality of the foregoing, tours and transportation by foot, bicycle, bus, shuttle or other vehicle or mode, meetings, presentations, banquets or other social or educational events, and sporting matches, such as street hockey, competitions, or other organized recreational activities, and my use of or presence at any accompanying venue (collectively, the "Activities"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

ASSUMPTION OF RISKS

1. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF CITE OR OTHERWISE.

Release of Liability, Waiver of Claims and Indemnification for Direct Claims

2. I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS which I have or may in the future have against CITE, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "Releasees"), arising out of or attributable to the Activities, due to any cause whatsoever, including without limitation the negligence of CITE or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended, or other applicable occupiers liability or other legislation, or the failure on the part of the CITE or any other Releasee to safeguard or protect me from the risks, dangers and hazards of the Activities or otherwise. I covenant not to make or bring any such claim against CITE or any other Releasee, and forever release and discharge CITE and all other Releasees from liability under such claims. In the event that I make or bring any such claim against CITE or any other Releasee, this Agreement shall operate conclusively as an estoppel and may be pleaded as a complete defence, and I shall save harmless and indemnify CITE or any

other Releasee from and against all costs and expenses incurred in any such proceeding, including legal fees and disbursements, on a full indemnity basis.

Indemnification for Third-Party Claims

3. I shall defend, indemnify and hold harmless CITE and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Activities, provided that this indemnity shall only apply if the losses incurred arise out of or are in any way connected to my negligence or reckless behaviour, and not if the losses incurred are caused solely by the negligence of CITE or any other Releasee.

General Provisions

4. Entire Agreement. This Agreement constitutes the entire agreement of CITE and me with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

5. Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Successors and Assigns. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and CITE and its successors and assigns.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. Forum. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

9. Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

10. Electronic Signature. I agree that my electronic signature included in this Agreement is intended to authenticate this writing and to have the same force and effect as my manual signature. Delivery of an executed copy of this Agreement by electronic transmission constitutes valid and effective delivery.

ACKNOWLEDGMENT

11. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE CITE AND THE RELEASEES.