

FAMILIARIZATION PROGRAM PARTICIPATION AGREEMENT

PLEASE READ CAREFULLY

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant: _____ (“I”, “me”, “my”)
Print Name of Participant

Niagara Falls Tourism Contact: Irene Knight, 905-651-5790, iknight@niagarafallstourism.com

Niagara Falls Tourism (“NFT”) has invited me to participate in a City of Niagara Falls familiarization program (the “Program”) on the terms and conditions set out in this document. By initialing where indicated and by signing below I acknowledge that I have read and understood these terms and conditions and, in consideration for being allowed to participate in the Program, I agree to be bound by them.

1. Definitions: In this Agreement, these terms have the following meanings:

“Activity” means one of and “Activities” mean more than one of the activities that are elements of the Program.

“Affiliates” mean those third parties who provide elements of the Program, including the Activities.

“Agreement” means this agreement entered into between me and NFT and any properly executed amendment to this agreement.

“Claims” means any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings.

“NFT” means the Niagara Falls Tourism and its officers, directors and employees. For the purpose of paragraphs 5 and 6 the term “NFT” includes its agents, including but not limited to, Affiliates and transportation service providers, and their officers, directors, employees and agents.

2. Representation of Niagara Falls: I understand that a condition of working with NFT is my commitment to producing content that accurately reflects Niagara Falls and all its experiences extending and including the Niagara region and is in keeping with the Niagara Falls brand as an iconic Canadian tourism destination. I will not make comments or include editorial that detracts from its brand and reputation. ____ [initial here]

3. Changes to the Program: I understand that NFT its Affiliates may change or cancel the Program or elements of the Program, in whole or in part, at any time and without notice. Subject to section 4 below, I understand that I may not make changes to the Program without the prior written consent from NFT. If I encounter an unavoidable delay, I will contact the NFT Contact immediately. I recognize that all Activities, including transportation and accommodation, may be non-refundable, non-transferable and not subject to change. ____ [initial here]

3. Costs and Expenses: Costs and expenses clearly identified in the Program itinerary will be covered by NFT. I understand that I must pay for all additional costs and expenses that I incur while on, or as a result of the Program, whether voluntary or involuntary, that are not identified in the Program itinerary. ____ [initial here]

4. Acknowledgement of Risk: I understand that my participation in the Program is at my own risk. I confirm that I have informed NFT of any specific medical or dietary requirements and/or physical or other restrictions that need to be accommodated to enable me to fully participate in the Program. I have reviewed and agree to attend and participate in all elements of the Program. I acknowledge and agree that: (a) I was informed by NFT of the general nature of the Program and the included Activities before executing this Agreement; (b) the Program may involve Activities that involve inherent and unusual risks, dangers and hazards and the Affiliate(s) providing the Activities may require me to execute a waiver of liability before I complete the Activity; (c) it is up to me to discuss any specific Activity with the Affiliate providing the Activity to understand what the Activity entails, the safety of the Activity, the effect of the waiver, and to make an independent decision, relying solely on the information provided to me by the Affiliate as to whether or not to sign a waiver and undertake the Activity; and (d) NFT is not, and will not be, responsible for any Claims by me resulting from, or related to undertaking and/or participating in the Program or an Activity. ____ [initial here]

5. Waiver of Claims and Release of Liability: I WAIVE ANY AND ALL CLAIMS that I have, or may in the future have, against NFT and RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS NFT from any and all liability, claims, and demands of whatever kind of nature including, but not limited to, any loss, damage, injury including death, or expense that I, or my next of kin, may suffer, either directly or indirectly, either in law or in equity, which arise, or may hereafter arise from my participation in the Program DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON

THE PART OF NFT AND FURTHER INCLUDING THE FAILURE OF NFT TO TAKE REASONABLE CARE. ____
[initial here]

6. Indemnification: I will indemnify and hold harmless NFT from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted arising out of, or in connection with anything done or omitted to be done by me in the course of the Program or otherwise in connection with the Agreement. ____ [initial here]

7. Insurance: I will, at my own expense, put in effect and maintain for the duration of the Program all the necessary and appropriate insurance that a prudent person undertaking the Program would have, including but not limited to travel and medical insurance. I will provide evidence of my insurance coverage to NFT on request. ____ [initial here]

8. Compliance with Law: I will comply with all federal, provincial and municipal laws, by-laws, rules, regulations or orders that apply to me, my participation in the Program, or this Agreement. I will be solely responsible for obtaining any permits or licences required to participate in the Program, including but not limited to a passport that is valid for 6 months following my departure from Canada, entry visas and a driver's licence, as applicable. While in Canada and Ontario I will follow all public health guidelines, regulations or other requirements, including those required by an Affiliate, that are applicable to me. I understand that while COVID-19 remains a health risk, these requirements will, or may, include quarantine, isolation, masking and distancing requirements among others. I will not participate in the Program if I have been, or may have been, exposed to COVID-19 within 14 calendar days of the start date of the Program. I will promptly advise my NFT Contact if I experience any symptoms of COVID-19 while on the Program. ____
[initial here]

9. Disqualification: I acknowledge that my failure to comply with these terms and conditions may result, at NFT's sole discretion, in my disqualification for, and/or removal from, the Program and any future familiarization programs. ____
[initial here]

10. Amendments, Waiver, Assignment, Benefit: Amendments to, or waivers of, this Agreement must be in writing and signed by both me and NFT. I understand that this Agreement is for my benefit only and I may not assign it. This Agreement will ensure to the benefit of and be binding upon NFT and me, and its and my respective heirs, executors, administrators, successors and permitted assigns.

11. Personal Information: I understand that I may be required to provide personal information as that term is defined in the Freedom of Information and Protection of Privacy Act, to participate in the Program. This information is collected under O. Reg. 618/98 of the *Development Corporations Act*, R.S.O. 1990, c. D.10 for the proper administration of the Program. I further understand that my personal information may be shared with Affiliates and with health care or emergency services personnel in the event of an emergency. I consent to these uses. If I have any questions about this collection, use, disclosure or retention of my personal information I will contact my NFT Contact or NFT at 6815 Stanley Avenue, Niagara Falls, Ontario, L2G 3Y9. ____ [initial here]

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Prince of Ontario and the applicable federal laws of Canada.

13. Survival. Sections 1, 3, 4, 5, 6, 11, 12, and 15 will survive and remain in full force and effect following the completion of my participation in the Program.

14. COVID-19. I hereby confirm that I have not tested positive for COVID-19 in the past fourteen days and have not had any symptoms of COVID-19 within the past fourteen days. COVID-19 symptoms include cough, fever, chills, headache, muscle pain, sore throat, shortness of breath, difficulty breathing, repeated shaking with chills, and loss of taste or smell. I further confirm I have received a COVID-19 vaccine administered according to the manufacturer's recommendation or the recommendation of a stringent regulatory body recognized by Canada's Public Health Agency (i.e. the US Food and Drug Administration (FDA) or World Health Organization (WHO) that was manufactured by one of the following pharmaceutical companies: Pfizer BioNTECH, AstraZeneca, Jansen/Johnson & Johnson, or Moderna at least 14 days prior to my arrival in Niagara Falls. I understand that by participating in the Trip I am at risk for exposure to and infection with COVID-19 regardless of any precautions taken by NFT and other Trip participants. I agree to follow any protocols required, including the use of facial coverings and hand washing, to protect against the spread of COVID-19. ____ [initial here]

14. Confirmation. I confirm that I am over 18 years of age and that I have had full opportunity to review this Agreement with my legal advisor(s). I understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of Canada and Ontario. I recognize that I will give up substantial legal rights by signing it and I sign it freely and voluntarily. ____ [initial here]

15. Entire Agreement. This Agreement constitutes the entire agreement between NFT and me with respect to my participation in the Program and supersedes any prior understanding or agreement, collateral, oral or otherwise existing between us at the date of my execution of the Agreement. ____ [initial here]

Before signing this Agreement, please ensure that you read and understand each section. Indicate that you have done so by initialing in the spaces where provided.



NIAGARA FALLS TOURISM

Signature of Participant

Date of Signature