Airtightness Information Session: Mid-Construction Blower Door Test and Practical Air-Sealing Techniques

Participant Waiver, Release of Liability and Indemnity Agreement

I UNDERSTAND THAT BY PROCEEDING WITH REGISTRATION AND COMPLETING THIS AGREEMENT, I WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. I HAVE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.

Location: 1026 Olaus Way, Rossland, or any other address at which the Event is hosted and the participant attends (the "**Premises**')

By registering for and attending this Event, I acknowledge the risks and agree to the following terms and conditions.

For the purposes of this Agreement, the "**Released Parties**" means the Regional District of Kootenay Boundary (the "RDKB"), the property owner and builder of the Premises, CLEAResult Canada, Community Energy Association, any entity contracted by the RDKB in connection with the Event, any entity providing funding to the RDKB in connection with the Event, and any of the above listed parties respective directors, officers, employees, instructors, representatives, agents, independent contractors, subcontractors, sponsors, volunteers, successors and assigns.

The event is an information session hosted at the Premises with demonstrations including, but not limited to, a mid-construction blower door test, air sealing techniques, and other building performance tools and techniques (the "**Event**").

1. Assumption of Risk

I understand that this Event takes place at an active construction site where risks, include, but are not limited to, slips, trips, falls from a height, loss of balance or control, and other risks that could result in personal injury, property damage, loss, or death. These risks may occur due to hazards or dangers at the site including, but not limited to, uneven surfaces, construction materials, tools, equipment in good or malfunctioning condition, exposed electrical wiring, dust, open floor and wall areas, negligence of other persons, or negligence by the Released Parties. I understand that negligence includes failure on the part of the Released Parties to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards listed above, or other dangers that are not listed.

I voluntarily accept, and fully assume all risks, dangers, and hazards of the Event, whether or not described above, and the possibility of personal injury, property damage, loss or

death associated with attending and participating in the Event. I agree to take reasonable care for my own safety.

2. Release of Liability

In consideration of the Released Parties allowing me to participate in the Event, I agree to waive any and all claims that I have or may in the future against the Released Parties, and to release the Released Parties from any and all liability for any injury, death, property damage, loss or other claims that I, or my next of kin, may suffer arising from my attendance or participation in the Event.

This release does not apply to liability that cannot legally be waived or excluded.

3. Indemnity

In consideration of the Released Parties allowing me to participate in the Event, I agree to indemnify and hold harmless the Released Parties from any and all claims, demands, actions, losses, damages, liabilities, costs and reasonable legal expenses for any damage to property, including damage to the Premises, or personal injury to any third party arising from or in connection with my attendance or participation in the Event including claims directly or indirectly arising from my own actions, negligence, misconduct, breach of this Agreement or failure to follow site safety requirements.

This indemnity does not apply to the extent that a claim or loss results from a Released Party's gross negligence or other liability that cannot legally be transferred to me.

4. Health and Safety

As a condition of my continued attendance at the Event I agree to:

- Follow all site-specific health and safety requirements and instructions provided to me by any of the Released Parties.
- Wear required personal protective equipment (PPE) and appropriate footwear.
- Stay within authorized areas and respect all barriers and restricted areas.
- Not touch or operate tools, equipment or building components unless expressly authorized by one of the Released Parties.
- Immediately report hazards, injuries or unsafe conditions to the site representative.
- Follow any direction by the Released Parties regarding emergency procedures and instructions to stop an activity or leave the site.

I understand that failure to follow these requirements may result in my participation being discontinued and my being required to leave the site, at which time I agree to leave the site promptly.

5. Photography and Video Recording

Photographs and video recordings may be taken during the Event by or on behalf of the RDKB. Video recordings will primarily focus on the instruction and demonstrations but may incidentally capture participants.

By submitting this Agreement, and participating in the Event, I consent to and authorize the taking and use of photographs and video recordings in which I may appear for Event-related promotional, educational and communications purposes, including publication on websites, social media, newsletters, reports and materials related to future events of a similar nature. I understand that these materials will be the sole property of the RDKB, may be edited, changed, shared, copied or licensed as part of their use, and where used, I acknowledge it will be without compensation, payment, or credit to me. I hereby release all rights to any claims, rights, demands, credit, and any other causes of action related to the collection, editing, use, sharing or publication of these recordings.

6. Personal Information

The RDKB collects personal information in connection with this Event to administer registration, communicate with participants, maintain attendance records, manage safety and administer or verify Continuing Professional Development (CPD) points, where applicable. This information will only be shared with the other Released Parties to the extent necessary for the Event.

Personal information will be collected, used, retained and disclosed in accordance with British Columbia's Freedom of Information and Protection of Privacy Act (FOIPPA).

Legal authority for collection: Freedom of Information and Protection of Privacy Act.

For questions about the collection of personal information, contact:

- Freedom of Information Protection of Privacy Officer, Regional District of Kootenay Boundary
- (250) 368-9148 or foi@rdkb.com.

7. Participant Acknowledgement and Acceptance

By checking the acceptance box during registration, I confirm that:

- I have read and understood this Agreement, and am aware that by submitting this agreement I am waiving certain legal rights I may have against the Released Parties.
- I understand and voluntarily accept the risks associated with attending an active construction site.

- I agree to the release of liability, indemnity and health and safety requirements set out above.
- I agree this Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
- I consent to the photography and video recording provisions, and my release of any claims to those recordings as set out above.
- I acknowledge and understand the personal information collection notice.
- I agree this Agreement is to be governed by and interpreted under the laws of British Columbia, and any litigation involving the parties to this Agreement will be brought within the exclusive jurisdiction of the Courts of the Province of British Columbia.