

**TD Tree Days
Photo Release
(for adults and minors)**

Program: TD Tree Days (the “Program”)

To: The Toronto-Dominion Bank, its affiliates and TD Friends of the Environment Foundation and their directors, officers, employees, representatives and agents (collectively, “TD”)

In consideration of my [**and/or:** my child’s (children's); ward’s(wards’); student's(students’)] participation in the Program and any associated activities, I hereby agree as follows:

- I grant my permission and consent, worldwide, irrevocably and in perpetuity, to TD to take and reproduce, copy, publish, broadcast or otherwise use my [**and/or:** my child’s (children's); ward’s(wards’); student's(students’)] image/likeness (as may be retouched or edited), or any material based upon or derived therefrom, in whole or in part, in any manner or media whatsoever, for any purpose whatsoever, including, without limitation, for any and all advertising, promotion and/or other purposes of trade without further compensation.
- I agree that any and all materials created by TD that incorporate, in whole or in part, my [**and/or:** my child’s (children's); ward’s(wards’); student's(students’)] image/likeness (the “Materials”) will remain the sole and exclusive property of TD and that TD will retain all intellectual property rights, including, without limitation, copyright, that exist in the Materials. To the extent that I may have any moral rights in the Materials, I hereby waive all such moral rights in favour of TD. I acknowledge that TD's decision to use my [**and/or:** my child’s (children's); ward’s(wards’); student's(students’)] image/likeness is in TD's sole and absolute discretion.
- I waive the opportunity or right to inspect or approve the finished product or the use to which it may be put or the advertising copy or illustrations used in connection therewith.
- I provide my consent to TD's collection, use and disclosure of my [**and/or:** my child’s (children's); ward’s(wards’); student's(students’)] image, name, voice and comments in the manner and for the purposes described above, including, if applicable, my [**and/or:** my child’s (children's); ward’s(wards’); student's(students’)] identification as an employee and/or customer of TD.
- I warrant that I am of legal age in my province/territory of residence.

Dated this _____ day of _____, 2023.

City: _____

Name: _____

Signature: _____

Print Name of Witness: _____

Signature of Witness: _____

**TD Tree Days
Participant Waiver
(for adults and minors)**

Program: TD Tree Days (the “Program”)

To: The Toronto-Dominion Bank and its affiliates (collectively “TDBG”) and TD Friends of the Environment Foundation (“TD FEF”) and their directors, officers, employees, representatives and agents (collectively, with TDBG and TD FEF, “TD”)

In consideration of my [**and/or:** my child’s (children’s); ward’s(wards’); student’s(students’)] participation in the Program and any associated activities, I hereby agree as follows:

1. I acknowledge that I wish [**and/or:** my child (children); ward(wards); student(students) wish/wishes] to voluntarily participate in the Program. I also understand that it is my responsibility to make sure that I am (or my child or ward is) in sufficiently good health and physical condition to safely participate in the Program. In this regard, I declare that I am [**and/or:** my child (children); ward(wards); student(students) is/are] in sound health and physical condition and am able to participate in the Program.
2. I acknowledge that accidents can occur with or without any fault on my [**and/or:** my child’s (children’s); ward’s(wards’); student’s(students’)] part or on the part of TD and that participation in the Program is at my [**and/or:** my child’s (children’s); ward’s(wards’); student’s(students’)] own risk.
3. In the event of any accident or illness affecting me [**and/or:** my child (children’s); ward’s(wards’); student’s(students’)] I authorize TD to authorize, on my behalf, all procedures, including admission to hospital and any necessary treatment therein deemed essential for my [**and/or:** my child’s (children’s); ward’s(wards’); student’s(students’)] care and well-being. Such action is only to be taken when immediate authorization from me cannot be obtained. It is understood that TD is not responsible for any medical care costs.
4. I understand and fully accept that TD reserves the right, at any time, to refuse, without penalty, continued participation in the Program by any person who at TD's sole discretion becomes a hazard to him- or herself, other Program participants or TD staff.
5. I waive any and all claims which I may have against the TD and release and indemnify TD from any and all liability for injury, death, property damage or any other loss sustained by me [**and/or:** my child (children); ward(wards); student(students)] as a result of participation in the Program, due to any cause whatsoever, including, without limitation, negligence, breach of contract, or breach of any statutory or other duty of care by TD.
6. I acknowledge and agree that this Participant Waiver limits the liability of TD's representatives and agents to the same extent as it limits the liability of TDBG and TD FEF, even though the representatives and agents are not formal parties to this Participant Waiver.

I have read this Participant Waiver and understood that it contains a promise not to sue TD and that it constitutes a release of liability and an indemnity for all claims.

Dated this _____ day of _____, 2023.

City: _____

Name: _____

Signature: _____

Print Name of Witness: _____

Signature of Witness: _____