

# TORONTO PORT AUTHORITY

## WATER-RELATED PERMISSION

### CONDITIONS, WAIVER AND INDEMNITY

I, the undersigned (print name) \_\_\_\_\_

on behalf of (Company Name and Address) \_\_\_\_\_

Tel. \_\_\_\_\_ Fax \_\_\_\_\_

in consideration for the Toronto Port Authority permitting me to enter the waters of Toronto Harbour for the purpose of filming/photography or swimming (or other special and specific purpose) understand and agree to the following conditions:

#### **1. Compliance with Regulations**

We, the Company, undertake to comply with all Operating Regulations and Practices and Procedures as laid down by the Toronto Port Authority.

#### **2. Inform Toronto Police Marine Unit**

Before entering the water, we, the Company, will report to the Toronto Police Marine Unit (telephone 416-808-5800) to provide them with the location and times of water-related activities. It is understood this permission is null and void through failure to give such prior notice.

#### **3. Produce Proof of Permission**

Notwithstanding prior notice to the Toronto Police Marine Unit, the Company agrees to keep this properly-executed form available at the location, and to promptly produce it for inspection at the request of a police officer or an officer of the Toronto Port Authority. It is understood the failure to produce a valid permission form on request may be construed as absence of authorized permission, and if requested to do so, the Company will immediately discontinue the described activities until a valid form is produced, or face penalty under law.

#### **4. Act at Own Risk and Waive Claims**

We, the Company, acknowledge that we enter the water and engage in accepted water-related filming activity at our sole risk of injury or death or damage to the signee and any and all persons employed by the Company, or to other persons or property, and hereby agree to indemnify and hold harmless The Toronto Port Authority and Her Majesty in Right of Canada, their employees, servants or agents, against all suits, actions, claims, costs or demands of any nature arising or resulting directly or indirectly from the granting of this permission.

**5. Period of Permission**

It is understood this permission is granted for the period from \_\_\_\_\_ to \_\_\_\_\_ only, following which further permission must be obtained if necessary in order to be valid. Permission may be revoked at any time without prior notice upon breach of these conditions and undertakings.

**I solemnly state:**

- (a) that I have read and understand the foregoing upon the reverse
- (b) that I am 18 years of age or older
- (c) that, on behalf of the Company and myself, I waive any and all claims which but for this waiver I may have or the Company may have or hereafter acquire against the Toronto Port Authority, their employees, servants or agents, arising out of the granting of this permission, and this waiver shall be binding upon my heirs, executors, administrators and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**SIGNED:** \_\_\_\_\_

**Witness Signature** \_\_\_\_\_

**Permission to conduct water-related activities is granted subject to the foregoing undertakings and conditions.**

Signed \_\_\_\_\_  
**Harbour Master**

Date \_\_\_\_\_

**NOTE:** Permission is not granted unless this form is signed by an authorized representative of the Company and by the Harbour Master or his designated representative.

**FAX BACK TO: 416-462-1612**