



**WAIVER AND RELEASE
TAKE OUR KIDS TO WORK DAY**

ACTIVITY: *Take Our Kids to Work Day* (the “**Activity**”)
DATE: November 6th, 2019
LOCATION: Stelco Inc. Hamilton Works facility: 386 Wilcox Street, Hamilton, Ontario, L8L 8K5
and/or
Stelco Inc. Lake Erie Works facility: 2330 Regional Road #3, Nanticoke, Ontario,
N0A 1L0
(collectively the “**Site**”)

PARENT / GUARDIAN: _____
(the “**Guardian**”) *Please Print Name*

CHILD: _____ **AGE:** _____
(the “**Participant**”) *Please Print Name*

WHEREAS the Guardian is an employee of Stelco Inc. (“**Stelco**”) and is parent or legal guardian of the Participant(s);

AND WHEREAS, the Guardian wishes to participate in the Activity by bringing the Participant(s) onto Stelco’s Site;

AND WHEREAS, the Guardian, in the capacity as parent or legal guardian of the Participant(s) whose names are expressly set forth above desire to participate in the Activity by, in part, potentially participating in a guided tour of some or all of Stelco’s facilities (“**Site Tour**”);

AND WHEREAS, Stelco has a safety policy in place (the “**Policy**”) that limits access to certain of its facilities, including, but not limited to, its steel making and/or blast furnace operations, to persons who are under the age of eighteen, even if accompanied on a Site Tour by an authorized Stelco representative;

AND WHEREAS, through the Policy and other health and safety policies, procedures and practices, it is Stelco’s objective to keep visitors and guests of Stelco safe while on Stelco’s Site;

AND WHEREAS, Stelco has agreed to grant partial exemptions of the application of the Policy in respect of the participation of the Guardian and their Participant(s) in the Activity and any Site Tour;

AND WHEREAS **THE GUARDIAN WILL ENSURE THAT THE PARTICIPANT(S) WILL BE WITH HIM / HER AT ALL TIMES, THAT THE PARTICIPANT(S) WILL BE UNDER HIS / HER CONTROL AT ALL TIMES**, and that the Guardian is accepting any and all risks associated with the Participant’s presence on Stelco’s Site and performance of the Activity and any Site Tour, to the maximum extent permitted by applicable law;

AND WHEREAS, the Guardian acknowledges that there are certain risks, dangers and hazards associated with the Activity and any Site Tour, including the possibility of personal and bodily injury, illness, disease, death, property damage, or loss resulting from such risks, dangers and hazards;

AND WHEREAS, the Guardian acknowledges that these risks, dangers and hazards associated with the Activity and any Site Tour may be the result of a number of different causes, including, but not limited to, (i) manufacturing processes, (ii) equipment, (iii) hazardous goods, (iv) weather, (v) vehicular traffic, and (vi) the actions of others;

NOW THEREFORE in consideration of being granted the right to participate in the Activity and any Site Tour, I acknowledge, agree and represent, on my own behalf and in my capacity as Guardian for and on behalf of the Participant(s), that I am aware that Stelco's Site is a steel-making facility and it is a dangerous environment which contains both known and unknown hazards and risks. I further agree and warrant, on my own behalf and in my capacity as Guardian for and on behalf of the Participant(s), as follows:

1. I acknowledge that Stelco is volunteering to offer the Activity and provide any Site Tour and that I voluntarily assume all the risks related thereto with respect to myself and the Participant(s) to the maximum extent permitted by applicable laws.
2. The permission granted to the Guardian and the Participant(s) to participate in the Activity and any Site Tour is limited by any conditions imposed by Stelco, including time and location, and is revocable at the will of Stelco at any and all times and for any or no reason.
3. I understand that Stelco and Stelco representatives may, from time-to-time, take photography and/or video of the Activity and any such photography and/or video may contain images and sounds of the Guardian and/or Participant(s) and I hereby expressly agree that Stelco has the right to take such photography and/or video and may use any such media for internal communications, external publicity and/or for other commercially reasonable purposes from time-to-time.
4. To the fullest extent permitted by law, I hereby release, waive, discharge and covenant not to sue Stelco and its subsidiaries and affiliates or any of their respective directors, officers, administrators, employees and agents, acting officially or otherwise (collectively, the "**Released Parties**"), from any and all liability, arising in any manner whatsoever, as a result of or in connection with the Activity and any Site Tour by the Guardian and the Participant(s), including, but not limited to, liability for property damage or loss, or bodily, personal or mental injury, including illness, disease and/or death.
5. To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless the Released Parties from any and all claims arising during, as a result of, or in any way related to the Guardian's and Participant's participation in the Activity and any Site Tour, including claims arising out of the alleged negligence of the Released Parties.
6. I further agree to hold harmless and indemnify the Released Parties against any liability arising from any Guardian's and/or Participant's negligence or otherwise and from damages of any kind as a result of a Participant's or Guardian's participation in the Activity and any Site Tour.
7. I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in the Activity and any Site Tour and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of the Participant(s), the Released Parties or others.
8. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
9. I acknowledge that it is my obligation to ensure that the Participants, follow all instructions and direction given to me by representatives of the Company during the Site Tour and that it is within the sole the discretion of the Company's representatives to determine the extent and scope of areas to be visited during the Site Tour.
10. This document shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ACKNOWLEDGEMENT

I give the Participant(s) permission to participate in the Activity and any Site Tour.

I have read this visitor release and waiver of liability carefully, understand its significance, and voluntarily agree to all its terms and have had the opportunity to consult with independent legal counsel.

THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

Guardian (print name): _____

Names of Participant(s) Children: _____

Signature: _____

Date: _____

Company (if applicable): _____

Emergency Phone #: _____

Name of Emergency Contact: _____

Relationship: _____

NOTE: All required signatures and information must be completed and this Form returned before the Participants may participate in the Activity and any Site Tour.