

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNITY AND MEDIA LICENSE AGREEMENT

(hereinafter referred to as the "Agreement")

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY.

In consideration of 2335293 Ontario Inc., d/b/a On The Floor ("OTF") allowing _____ (the "Student") (please print the Student's name) to participate in OTF competitions, programs, activities and events during the calendar year 2023 (hereinafter "OTF Programming"), I, on my own behalf and on behalf of the Student, hereby agree as follows:

ASSUMPTION OF RISKS, DISCLAIMER

1. I consent to the Student participating in OTF Programming and understand that OTF Programming involves hazardous activities including but not limited to dance, barre, aerobics, functional movement, physically demanding exercise and exertion, high-impact movement on hard and low-friction surfaces, repetitive and isolated movements, and close proximity and accidental contact with others who attend or participate in these activities.
2. I acknowledge that despite the precautions taken by OTF, OTF Programming may expose the Student to dangers, hazards and health risks including but not limited to sprains, muscle strains, fractures, spinal injuries, dizziness, fatigue, fainting, illness, COVID-19 and other infectious diseases, heart attack, pregnancy complications or failure, disability, paralysis, and other serious injury and/or death.
3. I ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS, KNOWN AND UNKNOWN, THAT MAY ARISE FROM THE STUDENT'S ATTENDANCE OR PARTICIPATION IN OTF PROGRAMMING AND ALL ASSOCIATED ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY THAT THE STUDENT MAY SUFFER INJURY, DAMAGE TO PROPERTY, ILLNESS OR DEATH, AND I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY LOSSES, COSTS AND/OR DAMAGES THAT MAY RESULT THEREFROM. I FURTHER AGREE THAT OTF AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY SUCH LOSSES, COSTS AND/OR DAMAGES.
4. I UNDERSTAND THAT OTF DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, AS TO OTF PROGRAMMING AND ALL RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AND REPRESENTATIONS AS TO THEIR SAFETY, AVAILABILITY, OR SUITABILITY FOR ANY PURPOSE.

STUDENT HEALTH AND COMPLIANCE

5. I warrant that the Student is in good health and proper physical fitness to enable safe attendance and participation in OTF Programming and any associated activities. I further warrant that the Student and I will not rely on OTF for medical advice and will instead accept sole responsibility to regularly consult a physician in order to confirm that the Student may safely attend and participate in OTF Programming.
6. I warrant that the Student or I will immediately advise OTF of any circumstance that could prevent the Student from safely attending or participating in OTF Programming; that the Student will withdraw from OTF Programming if their attendance or participation could place the Student or others at risk of harm; and that the Student will not attend or participate in OTF Programming if the Student is experiencing symptoms of COVID-19 or any other infectious disease, or if the Student has been exposed to such a disease and has not currently tested negative for that disease using testing methods recommended by relevant government authorities, or if the Student is not in compliance with any current public guidelines regarding an infectious disease issued by such government authorities.
7. I warrant that the Student will comply with the following: all applicable policies and procedures issued for OTF Programming by OTF and its affiliates (including the Student's dance studio) which may be updated from time to time without notice; all customary practices for participation in OTF Programming's activities; and all applicable government guidelines regarding COVID-19 and infectious diseases.
8. I acknowledge that OTF reserves the right to remove the Student from OTF Programming and associated activities in the event of a breach of any warranty herein, or for any other reason in OTF's sole discretion.

MEDIA LICENCE, WAIVER OF MORAL RIGHTS

9. I hereby grant to OTF a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferrable and sublicensable right and license to make, record, copy, reproduce, display, perform in public, exhibit, distribute, publish, live stream, broadcast, post online, edit, modify, adapt, sell and otherwise use throughout the world, in any and all formats now known or hereafter devised, including but not limited to videos, photographs, audio recordings and printed media, Works and materials that contain, display or depict the Student and the Student's name, voice, likeness, and biographic information in relation to OTF and OTF Programming, as well as during the full term of copyright the Student's performances in OTF Programming and other copyrighted contributions to OTF Programming, (collectively, the "Works") for the purposes of marketing, promotion, and any and all ancillary uses and rights associated therewith, including without limitation advertising, merchandising, commercial tie-ins, and partnership marketing (the "Licence").
10. I hereby irrevocably waive on the Student's behalf any and all moral rights that the Student may have, or may in the future acquire, as a performer of performances during OTF Programming and as a sole or partial author of the Works, including but not limited to any moral rights under the Copyright Act and successor legislation or at common law.
11. I acknowledge that OTF is the sole and exclusive owner of all worldwide right, title and interest in and to the Works and any materials derived therefrom, including without limitation all copyright and other intellectual property rights therein and any extensions and/or renewals thereof, and all rights to the results and proceeds of same. If and to the extent that the Student or I have any ownership interest in the Works, I shall take all steps necessary to assign to OTF, and hereby do irrevocably assign to OTF, all such ownership interest, copyright and intellectual property rights in and to the Works. I acknowledge that OTF has sole discretion over whether and how to publish, distribute and otherwise use the Works.



WAIVER OF CLAIMS, RELEASE OF LIABILITY, INDEMNITY AND WARRANTY

12. I understand that in this Agreement "Released Parties" refers collectively to OTF and its directors, officers, employees, contractors, instructors, venue providers, service providers, sponsors, representatives, agents, licensees, affiliates, executors, administrators, successors and assigns.
13. I HEREBY IRREVOCABLY WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS AND DEMANDS THAT I AND THE STUDENT HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES, INCLUDING WITHOUT LIMITATION ANY CLAIMS, ACTIONS OR SUITS REGARDING THE WORKS, THE LICENCE, OR ANY EXERCISE OF THE RIGHTS GRANTED IN THE LICENCE, UNDER ANY PRIVACY, DEFAMATION, COPYRIGHT, TRADEMARK, PROPRIETARY RIGHTS OR OTHER LAW, AND I FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE OF ANY KIND, COSTS, EXPENSES, AND INJURIES INCLUDING DEATH THAT ANY PERSON MAY SUFFER OR INCUR AS A RESULT OF, OR IN CONNECTION WITH, THE STUDENT'S ATTENDANCE OR PARTICIPATION IN OTF PROGRAMMING AND ASSOCIATED ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: (I) ANY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OWED BY THE RELEASED PARTIES UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, C.O.2 AND THE NEGLIGENCE ACT, R.S.O. 1990, C. N.1; (II) ANY BREACH OF MY OBLIGATIONS, WARRANTIES OR REPRESENTATIONS IN THIS AGREEMENT; OR (III) ANY NEGLIGENT OR WILLFUL ACTS OR OMISSIONS BY ME OR THE STUDENT, WHETHER ACTUAL OR ALLEGED.
14. I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LIABILITIES, LOSSES, DAMAGES OF ANY KIND, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, WHICH MAY BE INCURRED BY ANYONE IN RESPECT OF OR ARISING OUT OF THE STUDENT'S ATTENDANCE OR PARTICIPATION IN OTF PROGRAMMING AND ASSOCIATED ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY BREACH OF MY OBLIGATIONS, WARRANTIES OR REPRESENTATIONS IN THIS AGREEMENT, ANY BREACH OF AN AGREEMENT PREVIOUSLY MADE, OR ANY NEGLIGENT OR WILLFUL ACTS OR OMISSIONS BY ME OR THE STUDENT, WHETHER ACTUAL OR ALLEGED.
15. I acknowledge that my signature on this agreement is a condition of OTF permitting the student to participate in OTF programming. I agree that neither the student nor I shall be entitled to any additional consideration or proceeds for the student's participation in OTF programming, the licence, or the exercise of any rights granted herein. I warrant that neither I nor the student shall attempt to recover from OTF or other released parties any fee, cash, proceeds, prizes or other sums in respect of the student's participation in OTF programming, other than prizes that OTF may in its sole discretion award to the student on the basis of their participation in OTF programming.
16. I warrant that this agreement shall not conflict with any existing agreement or other commitment on my part or the student's part. I further warrant that I have the full, complete and unrestricted right and authority to grant the rights granted in this agreement and to waive the rights waived in this agreement; that no approvals or licences are required from a third party in order to give effect to the grants and waivers of rights herein; and that the released parties will not violate, infringe or misappropriate the intellectual property, privacy or other rights of any third party by exploiting or otherwise relying on those grants and waivers of rights in accordance with this agreement.

GENERAL

17. I consent to OTF collecting, using and disclosing my personal information and/or the personal information of the Student in accordance with the OTF Privacy Policy, which OTF may update from time to time and which is available online at www.onthefloor.ca. I consent to the use of personal information, including physical and email addresses, that I share with OTF and its trusted third-party partners for the purposes of marketing products and services related to OTF, OTF Programming and the dance field in general, and understand that I may withdraw this consent in the manner prescribed in the OTF Privacy Policy.
18. In the event that I enter this Agreement on my own behalf as a Student over the age of 18, I accept that all references herein to "the Student" shall be understood to refer to me, in addition to, and notwithstanding, any adjacent use of the words "I," "my," "our" or other terms referring to me.
19. This Agreement will come into effect at the date of my signature and shall be effective and binding upon me, the Student, and our respective heirs, next of kin, successors, executors, administrators, representatives and assigns.
20. If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the balance shall not be affected and shall continue in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, and I hereby irrevocably attorn to the jurisdiction of the courts of such province.

I acknowledge that I have read and fully understood this Agreement, and that I have had an opportunity to obtain independent legal advice regarding its terms and conditions. I represent that I am at least 18 years old and have the right, power and authority to enter into this Agreement. I understand that by signing this Agreement, I am giving up substantial rights that the Student and I may have against the Released Parties. I acknowledge that I am signing this Agreement freely and without any influence, inducement or assurance of any kind.

Signature of Student, who is at least 18 years of age: _____

Date: _____

Name of Parent/Guardian, if Student is under 18 years of age (print): _____

Signature of Parent/Guardian: _____

Date: _____

