

# ON THE FLOOR - RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY

In consideration of 2335293 Ontario Inc., d/b/a On The Floor ("OTF", which term includes its affiliates, employees, agents, nominees, licensees, and those acting with its authority) allowing the student to participate in OTF programming and competitions for the 2022 season (the "Program"), I, on my own behalf and on behalf of \_\_\_\_\_ (the "Student"), hereby:

1. Consent to the Student participating in the Program notwithstanding the potential risks. I acknowledge that despite the precautions taken by OTF, there are potential risks associated with the Program or damage to Property as a result of the Student's participation in the Program;
2. Accept and assume all risks, known and unknown, and assume all responsibility for any losses, costs, and/or damages for any injury suffered by the Student or to mine or the Student's property by any means as a result of the Student's participation in the Program and/or activities associated with the Program;
3. Waive, release and forever discharge any and all claims or actions I or the Student may now or in the future have against OTF for any injury, death, damages or loss that I or the Student may sustain as a result of the Student's participation in the Program and/or activities associated with the Program;
4. Agree to indemnify OTF against all claims and actions that may be brought against OTF by or on behalf of the Student in respect of or arising out of the Student's participation in the Program and/or activities associated with the Program;
5. Warrant that the Student is in good health and proper physical fitness to enable participation in the Program and any ancillary activities associated with the Program and any activities associated with the Program;
6. Give permission to OTF to authorize medical care and treatment in emergency situations. I understand that OTF will make every reasonable efforts, in the circumstances, to reach the Student's parents/legal guardians and then their emergency contact if an emergency arises. In the event that the Student's contacts cannot be reached in an emergency, I hereby give consent to medical care and treatment as reasonably necessary;
7. By allowing the student to participate in the program, I am hereby voluntarily assuming all risks related to potential exposure to COVID-19 by the Student and/or myself.

## PHOTOGRAPHY / VIDEO CONSENT

8. Authorize OTF to make, use, sell or otherwise use and distribute materials in any form or medium now or hereafter known including, but not limited to printed, recorded, audio, audiovisual material, or any similar material or material derived therefrom or based thereon, whether or not altered or enhanced, bearing or containing the Student's "Name and Likeness" made before, during, after or in relation to the Program including, but not limited to outtakes, interviews, and authorize others working on behalf of OTF to do so in any media now or hereafter distributed or exhibited through reproduction, publication, performance, broadcast, transmission, advertising, promotion, or otherwise including, but not limited to, the Internet and in connection with other products and services, and for advertising and trade;
9. Acknowledge that the Student's "Name and Likeness" shall include the Student's name, signature, likeness, still, moving and digital image, voice, and/or performances and any other identifiable attributes, OTF may edit, adapt, upload and post online, modify, alter and enhance the materials as it desires and may use the materials or excerpts of them without limitation;
10. Acknowledge that OTF is under no obligation to use and distribute the materials or the Student's Name and Likeness.
11. Waive all rights and claims under privacy, publicity, defamation, compensation and proprietary rights law relating to the materials, or their utilization and acknowledge that OTF owns all copyrights and related rights in and to the materials and all derivatives;

## CONSENT TO PRIVACY POLICY

12. Consent to OTF collecting, using and disclosing my personal information and/or the personal information of the Student as governed by OTF Privacy Policy available online at [www.onthefloor.ca](http://www.onthefloor.ca)
13. Agree that I will not hold OTF liable for the breach of any agreement previously made or herein made as a result of the Student's participation in the Program or I acknowledge that the information (physical and email addresses) that I share with OTF and its trusted third-party partners may be used to market products and/or services related to the dance field;

## GENERAL

14. Acknowledge that I have read this Release, Waiver, Assumption of Risk and Indemnity Agreement, fully understand its terms and conditions, understand that I have given up substantial rights by accepting the terms of this Agreement, accepting it freely and without any influence, inducement or assurance of any nature and agree that if any portion of this Agreement is held to be invalid, the balance notwithstanding, shall continue in full force and effect. I acknowledge my right to obtain independent legal advice as I am giving up important legal rights as a result of accepting the terms and conditions of this Agreement in exchange for the Student's participation in the Program and/or activities associated with the Program;
15. This Consent and Release does not in any way conflict with any existing commitment on my part;
16. Understand that this Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Registration Rights Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such province.

Name of Parent/Guardian (please print): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

I represent that I am at least 18 years of age and that I have the right, power and authority to enter into this Release, Waiver, Assumption of Risk and Indemnity Agreement. I release, indemnify, and hold OTF, its licensees, successors and assignees harmless against all claims, liabilities, and expenses arising out of the breach of any of my representations or promises. I further agree and warrant that as a Student, I will not disaffirm or disavow this consent and permission on the date of execution hereof or any similar grounds whatsoever, or endeavor to recover from OTF, or any of its directors, employees or other associated persons, or through any guardian, any cash, prizes or other sums for participating in the Program, other than cash and other prizes won during the course of my participation in the Program.

**I have read and understand the terms and conditions of this Release, Waiver, Assumption of Risk and Indemnity Agreement.**

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

Date: \_\_\_\_\_

