The Dance Fam & Rehab Inc. 180 Market Drive, Milton, ON. L9T 3H5 647 518 0442

ASSUMPTION OF RISK, WAIVER & RELEASES AND MEDIA RELEASE

Definitions:

"Program(s)" means any The Dance Fam & Rehab Inc. dance program or other related activity at The Dance Fam & Rehab Inc. locations (including but not limited to areas adjacent to main building and/or any area selected for training or performance by The Dance Fam & Rehab Inc.).

"Participant(s)" means the individual(s) participating in the Program(s).

"Releasees" means The Dance Fam & Rehab Inc., The Dance Fam & Rehab Inc. teachers, Program organizers and all persons and organizations associated with Programs including, without limitation, The Dance Fam & Rehab Inc.'s officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct Programs.

Assumption of Risks

By signing below (or clicking 'submit'), the parent/guardian acknowledges and agrees that:

- 1. s/he/they understands the nature of the activities that the Participant(s) will be taking part in;
- 2. s/he/they understands that the Participant(s) will be under the supervision of The Dance Fam & Rehab Inc. staff during the Program and that no parent/guardian is permitted in the studio classroom during the Program;
- 3. s/he/they is assuming all risks, dangers and hazards relating to the Participant(s)'s participation in any Program, including the possible risk of severe or fatal injury to the Participant(s) or others;
- 4. the Participant(s) is/are in appropriate physical condition as may be required for purposes of the Programs s/he/they may be participating in;
- 5. The Dance Fam & Rehab Inc. is not responsible for any personal property that may be lost, damaged or stolen at The Dance Fam & Rehab Inc.'s location(s);
- 6. it is the parent/guardian's responsibility to maintain insurance for themselves and/or the Participant(s) and that The Dance Fam & Rehab Inc. does not provide any insurance for the parent/guardian and/or the Participant(s);
- 7. the Releasees are not responsible for any death, injury, loss or damage of any kind suffered by any Participant(s) while participating in any Program and all related activities, including injury, loss or damage which might be caused by the negligence or misconduct of the Releasees; and
- 8. regarding COVID-19:
 - a. COVID-19 is highly contagious and s/he/they is assuming the risk that s/he/they and/or the Participant(s) could be exposed or infected by COVID-19 by participating in any Program; and
 - b. s/he/they agrees to the requirements and recommendations of federal, provincial, and local public health and other governmental authorities and to those special safety regulations put in place by The Dance Fam & Rehab Inc. as it pertains to COVID-19 and to adopt all necessary measures to those effects as they may relate to themselves and the Participant(s).

Waivers and Releases

The parent/guardian agrees and acknowledges that the Releasees are relying upon the warranties, assumptions, waiver, release, undertakings and agreements herein when accepting the Participant(s)'s participation in any Program. By signing below (or clicking "submit"), the parent/guardian agrees:

- 9. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to Participant(s)' participation in the Program and all related activities, even though such risks may be caused by the negligence or misconduct of the Releasees;
- 10. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, LOSS OR DAMAGE** which Participant(s) might sustain while participating in the Programs and all related activities, even though such injury, death, loss or damage may have been caused by the negligence or misconduct of the Releasees;

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- 11. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from the Participant(s)'s participation in the Program and all related activities;
- 12. **TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEE** from liability for any and all claims, demands, actions and costs (including lawyer's fees) which might arise out of the Participant(s)'s participation in the Program and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence or misconduct of the Releasees.

Personal Information and Media

By signing below (or clicking 'submit'), the parent/guardian is consenting to the below personal information and media disclosure. If the parent/guardian wishes to withdraw their consent, they must contact The Dance Fam & Rehab Inc. By signing below (or clicking 'submit'), the parent/guardian consents to, and acknowledges and agrees that:

- 13. during the registration process, personal information may be collected directly from parents/guardians about parents/guardians and/or the Participant(s);
- 14. information about parents/guardians and Participant(s) may be disclosed to (or may be accessible by) The Dance Fam & Rehab Inc. and The Dance Fam & Rehab Inc. staff for the normal operation of the Program(s);
- 15. the general public will not have access to parent/guardian or Participant(s) information provided to The Dance Fam & Rehab Inc.;
- 16. the information will only be used for purposes of providing the Program(s); and
- 17. The Dance Fam & Rehab Inc. may take photographs, videos or likenesses of the Participant(s) and Participant(s) may be shown in a photograph, video, or other digital media in any The Dance Fam & Rehab Inc. publications, including web-based publications and social media, as well as photographs and memorabilia, without payment or other consideration.

By registering with our studio, the parent/guardian agrees and acknowledges that s/he/they has reviewed this document carefully and that s/he/they is agreeing to this document voluntarily and without inducement.