

ACKNOWLEDGEMENT, RELEASE AND WAIVER AGREEMENT FORM (MINOR)

Name of Event: Volunteers are Superheroes Video Recording (the “Event”)
Date(s) of Event: February 2019
Primary location(s) of Event: 3225 Conroy Road, Ottawa, ON

I am the parent or legal guardian of _____ (please print) (the “Participant”), a minor child. I hereby grant permission to the Participant to attend at and participate in the Event.

In consideration for allowing the Participant to participate in the Event, on behalf of the Participant, myself, the Participant’s parent(s) or guardian(s), heir(s), estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

1. fully and forever release, discharge and indemnify His Highness Prince Aga Khan Shia Imami Ismaili Council for Canada, Council for Ottawa and all other local Councils, boards and portfolios, volunteers, employees, contractors, representatives, committees, associations, appointed officials, successors, sponsors of the Event, together with all Event directors, volunteers, teachers, staff, coaches, training and medical personnel (collectively, the “Released Parties”) of and from any and all causes of action, lawsuits, losses, damages, injuries howsoever occurring, whether by negligence or otherwise (including death), claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or the Participant or any other person, directly or indirectly arising out of or in connection with the Event;

2. give and grant perpetually to the Released Parties, exclusively, the irrevocable right (including, without limitation, all now and hereafter existing common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known) to use Participant’s name, photograph, image and likeness, and voice (the “Attributes”) in any and all publicity purposes, commercial or otherwise, in any and all media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription, tape or other recording process whether now known or hereafter developed) any materials produced incorporating the Attributes, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge that I and/or the Participant shall not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the Attributes;

3. acknowledge that if any portion of this Acknowledgement, Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Acknowledgement, Release and Waiver supersedes any statements made by or to me or the Participant in connection with the Event. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release and Waiver for any reason; and

4. agree that this Agreement is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate and those of the Participant.

I am not relying upon any oral or written representations or statements made by the Released Parties other than what is set forth in this Agreement.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE PARTICIPANT, AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signed this _____ day of February, 2019 in the City of _____, Province of Ontario.

SIGNATURE OF PARENT/GUARDIAN

SIGNATURE OF WITNESS

PRINTED NAME OF PARENT/GUARDIAN

PRINTED NAME OF WITNESS