



## TERMS & CONDITIONS OF PARTICIPATION 2023-2024



Participation in ExpoFest Productions Inc. Event(s) or the Oh! Canada Championships Event(s) (hereinafter "Event(s)" or "Event Hosts") is optional. By participating in the Event(s), or initiating intent to participate in the Event(s) (I.E. by submission of registration documents, videos or payment on the Participant's behalf, from the club, gym, school, studio, individual, organization or association of which the Participant is a member), acceptance the following Terms and Conditions is legally assumed by all Participants and/or their Parents/Legal Guardians. ("Participant" includes anyone attending/participating in/at the Event in any capacity, including athletes, spectators, coaches, vendors, trainers, parents, volunteer, and/or their respective Parents/Legal Guardians). Nothing in this document guarantees the Event(s) will take place.

**RELEASE OF LIABILITY :** The Participant and/or the Parent/Legal Guardian releases BN #70982 9089 (ExpoFest Productions Inc.) and/or Oh! Canada Championships as the hosting bodies and host venue(s) (virtual/online or on location which may include a school, university, arena, convention centre, etc.), any and all sponsors of the Event(s), all vendors at the Event(s) (collectively the "Releasees") and all of the directors, officers, employees, sub-contractors, agents or representatives of each of the Releasees from any and all liability whatsoever from any claim, demand, action or cause of action of any kind arising from any damages, illness, injuries of any kind or death of the participant, as a result of or caused directly or indirectly by the Participant attending, participating or competing in the Event(s). This indemnity extends to and includes all costs, legal or otherwise, incurred in defending any such claim, demand, action or cause of action. The Parent/Legal Guardian further acknowledges that it is his or her sole responsibility to ensure the Participant is properly supervised and chaperoned at all times during the Event(s) as part of the program with which they are competing. The Releasees have no obligation in this regard.

**USE OF IMAGES OR RECORDINGS FOR/OF THE EVENT(S) :** The Participant and/or the Parent/Legal Guardian hereby transfers and assigns to Oh! Canada Championships and/or ExpoFest Productions Inc. and its successors, the exclusive royalty-free right to make recordings or photographs or use submitted recordings or photographs, and utilize the Participant's or spectators' image and/or voice for the purposes of the Event(s), the virtual (online) Event(s), for any future Event(s), for judges training, for advertising and promotion in general or for any other commercial purpose. The Participant, spectator and/or the Parent/Legal Guardian waives any right to monitor, inspect or approve any such recordings or the use of any such recordings. Virtual events are not geo-blocked.

**MEDICAL RELEASE :** The participant and/or the Parent/Legal Guardian certifies that the participant does not suffer from any physical disability, sickness, or medical condition which would pose risk to the Participant or others while attending, participating or competing in any ExpoFest Productions Inc or Oh! Canada Championships Event(s) in the 2023-2024 season and understands that Event Hosts are relying on this certification. The Parent/Legal Guardian acknowledges that there is a risk to the Participant of sustaining an injury or sickness (minor, serious, catastrophic or fatal) by reason of attending, participating or competing in the Event(s). The Parent/Legal Guardian, on his or her own behalf and on behalf of the Participant, hereby assume all responsibility for any such risk and releases the Event Hosts as the hosting bodies, the host venue and any sponsors of the Event(s), from any claim, demand action of cause of any kind with respect to such injury. Notwithstanding that the Event Hosts have no obligation to do so; the Parent/Legal Guardian authorizes the Event Hosts to provide treatment for the Participant in the event of injury during a live in-person event. If no medical treatment is provided, or if the treatment is ineffective, the Event Hosts will not be liable in any way. The Parent/Legal Guardian shall be responsible for all costs of any such treatment and holds harmless, the Event Hosts or its agents in this regard.