



ZEEKERS DANZ - LIABILITY WAIVER & ASSUMPTION OF RISK

(Official English Version)

MINOR PARTICIPANT AGREEMENT

Operated by: **Partake Zeekers Inc.**

Applicable to: **Zeekers Danz / Zeekers Junior and all affiliated programs**

Jurisdiction: Ontario, Canada

1. Parties & Authority

This Agreement is entered into by the undersigned Parent or Legal Guardian ("Parent/Guardian") on behalf of the minor participant ("Participant") in favour of Partake Zeekers Inc., operating as Zeekers Danz / Zeekers Junior ("the Studio").

The Parent/Guardian confirms that they have full legal authority to sign on behalf of the Participant and agree to all terms contained herein.

2. Voluntary Participation

The Participant is voluntarily enrolling in dance classes, rehearsals, training programs, camps, filming sessions, showcases, and related activities (collectively, "Activities").

The Parent/Guardian acknowledges the physical nature of these Activities and confirms participation is voluntary.

3. Assumption of Risk

The Parent/Guardian understands and acknowledges that dance and performance training involve inherent risks, including but not limited to:

- Muscle strain, sprains, fractures
- Slips, falls, collisions
- Fatigue or overexertion
- Exposure to communicable illnesses (including COVID-19 or other viruses)
- Accidents occurring before, during, or after scheduled Activities, whether on the Studio premises or at any off-site location where Activities are conducted.

The Parent/Guardian voluntarily assumes all risks on behalf of the Participant, whether foreseen or unforeseen.

4. Waiver & Release of Liability

To the fullest extent permitted under Ontario law, the Parent/Guardian, on behalf of the Participant and their heirs, executors, administrators, and assigns:

- Waives, releases, and forever discharges
- Agrees not to sue

the Studio, its owners, directors, instructors, staff, contractors, and representatives from any and all claims, demands, damages, actions, or causes of action arising from participation in the Activities.

This release includes claims arising from ordinary negligence of the Studio.

This release does not apply to claims resulting from proven gross negligence or willful misconduct.

5. Indemnification

The Parent/Guardian agrees to indemnify and hold harmless the Studio from any claims, liabilities, legal costs, or expenses (including legal fees on a solicitor-client basis) arising from:

- The Participant's conduct
- Breach of this Agreement
- Any third-party claims related to the Participant's participation

6. Health & Fitness Representation

The Parent/Guardian represents and warrants that the Participant is physically fit and has no medical condition that would prevent safe participation in the Activities, except as disclosed in writing to the Studio.

The Parent/Guardian agrees to inform the Studio of any changes in medical condition prior to participation.

7. Medical Authorization

In the event of illness or injury requiring emergency care, the Parent/Guardian authorizes the Studio to obtain emergency medical treatment for the Participant.

All medical costs remain the responsibility of the Parent/Guardian.

8. Communicable Disease Acknowledgment

The Parent/Guardian acknowledges that participation in group activities carries risk of exposure to communicable diseases. The Studio does not guarantee prevention of illness.

Participation is voluntary with full understanding of this risk.

9. Media Release

The Parent/Guardian grants the Studio permission to photograph, record, or film the Participant during Activities.

The Studio may use such media for:

- Educational purposes
- Promotional materials
- Marketing and social media
- Website or digital platforms

No compensation will be provided.

This consent is perpetual and irrevocable.

The Studio retains full ownership of all media content captured and may edit, reproduce, and distribute such content in any format.

10. Late Pick-Up & Supervision Policy

The Parent/Guardian agrees that supervision ends at the scheduled program end time.

Late pick-up fees apply as stated in program policies.

The Studio reserves the right to contact emergency contacts or appropriate authorities if a Participant is not collected within a reasonable period.

11. Governing Law & Severability

This Agreement shall be governed by the laws of Ontario, Canada.

If any provision is found unenforceable, the remainder shall remain in full force and effect.

12. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes any prior understandings.

Electronic signatures shall be deemed legally binding.

* The English version is the official and legally binding version. Any translation is provided for reference only. In case of inconsistency, the English version prevails.