



# ***ZEEKERS DANZ - LIABILITY WAIVER & ASSUMPTION OF RISK***

(Official English Version)

## **ADULT PARTICIPANT AGREEMENT**

Operated by: **Partake Zeekers Inc.**

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

Jurisdiction: Ontario, Canada

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### **1. Participant Representation & Legal Capacity**

This Agreement is entered into by the undersigned participant ("Participant") in favour of Partake Zeekers Inc., operating as Zeekers Danz / Zeekers Junior ("the Studio").

The Participant confirms that they:

- Are at least 18 years of age
  - Are legally competent to enter into this Agreement
  - Have read and fully understood the terms herein
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### **2. Voluntary Participation**

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

Participation is entirely voluntary.

The Participant acknowledges that the Activities may involve physical exertion and performance-based movement.

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### **3. Assumption of Risk**

The Participant understands and acknowledges that dance, performance training, and related physical activities involve inherent and significant risks, including but not limited to:

- Muscle strain, sprains, fractures, ligament injuries
- Slips, falls, collisions, or impact injuries
- Fatigue, overexertion, dehydration
- Equipment-related or floor-related injuries
- Exposure to communicable diseases (including COVID-19 or other viruses)
- Accidents occurring before, during, or after scheduled Activities, whether on Studio premises or at any off-site location where Activities are conducted

The Participant voluntarily and expressly assumes all risks associated with participation, whether known or unknown, foreseen or unforeseen.

The Participant confirms that they are physically fit to participate and have consulted a medical professional if necessary.

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#### **4. Waiver & Release of Liability**

To the fullest extent permitted under Ontario law, the Participant:

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

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

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

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

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#### **5. Indemnification**

The Participant agrees to indemnify, defend, and hold harmless the Studio from and against any claims, liabilities, damages, 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 resulting from the Participant's participation
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#### **6. Medical Responsibility & Emergency Authorization**

The Participant acknowledges that the Studio does not provide medical services.

The Participant is solely responsible for:

- Monitoring their own physical condition
- Discontinuing participation if experiencing pain, dizziness, or discomfort
- Seeking appropriate medical care

In the event of an emergency, the Participant authorizes the Studio to seek emergency medical assistance. All associated costs remain the responsibility of the Participant.

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#### **7. Communicable Disease Acknowledgment**

The Participant acknowledges that participation in group activities carries inherent risk of exposure to communicable diseases.

The Studio does not guarantee prevention of illness.

Participation is voluntary with full understanding and acceptance of this risk.

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#### **8. Media Release & Content Ownership**

The Participant grants the Studio permission to photograph, record, or film them during Activities.

The Studio may use such media for:

- Educational purposes
- Promotional materials
- Marketing and advertising
- Social media, website, and 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, publish, and distribute such content in any format or medium.

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## **9. Facility Rules & Removal**

The Participant agrees to comply with all Studio policies, safety rules, and staff directions.

The Studio reserves the right to remove any Participant whose conduct is unsafe, disruptive, or in violation of Studio policies.

Removal from Activities does not entitle the Participant to a refund.

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## **10. Governing Law & Severability**

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

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

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## **11. Entire Agreement & Electronic Signature**

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