

In consideration of being allowed to participate in Springboard Danse Montreal, a program operated exclusively by Springboard Danse, a corporation formed under the laws of Canada (hereinafter, "Springboard Danse Montreal"), I hereby, acknowledge and agree to the following:

1. I certify that I am free from all illnesses and injuries, am physically fit and able to participate in all activities associated with Springboard Danse Montreal, and have not been advised otherwise by a medical professional.
2. I agree to comply with any and all rules, regulations, terms and conditions for participation in Springboard Danse Montreal and I understand that I can minimise my risk of injury through the exercise of common sense and by being aware of my surroundings. If while participating in Springboard Danse Montreal I observe any unusual hazard, which I believe jeopardises my personal safety or that of others, I will remove myself from the hazard and immediately bring said hazard to the attention of Springboard Danse.
3. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability or death and I freely and voluntarily engage in these activities. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of Springboard Danse, its affiliates, administrators, directors and advisory board members, officers, employees, personnel, agents and representatives, students, faculty, participants, volunteers and spectators; and (b) conditions of the premises or equipment used; I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF SPRINGBOARD DANSE, the persons OR ENTITIES referred to in clause (a) of this Section 3 OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

For purposes of this Waiver and Release of Liability, the term "Affiliate" shall mean any entity that, directly or indirectly through one or more persons or entities, is controlled by, or is under common control with Springboard Danse. "Control" shall mean the power to direct the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and covenant not to sue, Springboard Danse, its affiliates, administrators, directors and advisory board members, officers, employees, personnel, agents and representatives, successors, assigns, students, faculty, participants, volunteers and spectators (collectively the "Releasees"), from any and all claims, demands, actions and causes of action whatsoever arising out of or in connection with any damages, injuries, including death, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my participation in Springboard Danse Montreal. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims, demands, actions, causes of action whatsoever arising out of or in

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connection with any damages, injuries, including death, losses, liabilities and expenses (including attorneys' fees) relating to, resulting from or arising out of my participation in Springboard Danse Montreal.

5. If any controversy or claim arising out of or relating to my participation in Springboard Danse Montreal, including but not limited to any matter arising out of or relating to this Waiver and Release of Liability or its breach and/or my participation in Springboard Danse Montreal, cannot be resolved through good faith negotiations within 30 days of notice of a dispute having been served on one of the parties, I agree that the controversy or claim, including the scope and applicability of this Waiver and Release of Liability, shall to the fullest extent permitted by law be settled by arbitration. A notice of dispute shall include a summary of the facts giving rise to the dispute, the remedies sought, and an estimate of the damages claimed, if any. Any notice served against Springboard Danse or any individual identified in clause 3(a) above shall be delivered to Springboard Danse c/o Norton Rose Fulbright US LLP, 1301 6th Avenue, New York, NY 10019.

Any arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of New York. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitrator(s) will have no authority to award consequential, punitive or exemplary damages. Except as may be required by law, neither a party to the arbitration nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder to a non-party without the prior written consent of all parties.

6. a) I understand that the Springboard Danse Montreal program may be photographed and/or recorded and I give permission for Springboard Danse, its successors and assigns to use my voice, image and likeness in any media or promotional materials relating to my performance in or observation of the Springboard Danse Montreal program, including, without limitation, a videotape recording of such program, without compensation to, or right of review and/or approval by, me or my heirs, executors, administrators and assigns.

6. b) I understand that organisations and individuals unaffiliated with Springboard Danse, including but not limited to production companies, talent agencies and choreographers, may be invited to observe Springboard Danse Montreal (each individual or organisation is referred to herein as an "Observer"). I consent to Springboard Danse Montreal sharing my biographical and contact information with any such Observer.

7. I understand that neither Springboard Danse nor the persons or entities referred to in Section 3(a) above, are responsible for personal property that is lost, damaged or stolen while I am participating in Springboard Danse Montreal.

8. I consent to have emergency medical treatment that may be deemed advisable in the event of injury, accident and/or illness during or as a result of my participation in Springboard Danse

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Initials

Montreal. In that event, I agree to pay (or cause my insurance carrier to pay, if applicable) the costs associated with such emergency medical treatment and transportation, if necessary. I release and indemnify Springboard Danse, the persons or entities referred to in Section 3(a) above and all persons participating in any such medical treatment from all responsibility for any such actions.

9. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Waiver and Release of Liability shall be governed by and construed under the laws of the State of New York, without application of any conflict of laws principles. If any portion of this Waiver and Release of Liability is held to be invalid by a court of law, then I agree and intend that all the remainder shall, notwithstanding, continue in full force and effect.

10. I AGREE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER, AND RELEASE OF LIABILITY, THAT I AM OVER THE AGE OF 18, THAT I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY AND UNDER NO DURESS OR THREAT OF DURESS AND I INTEND FOR IT TO BE LEGALLY BINDING. I AM AWARE THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY, I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Please bring a photo ID with proof of age for presentation on the first day of Springboard Danse Montreal.

This Waiver and Release of Liability, shall be executed prior to your participation in Springboard Danse Montreal.

If you have any questions regarding this Waiver and Release of Liability, please contact [danse@springboarddansemontreal.com](mailto:danse@springboarddansemontreal.com).

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