



KINDRED CULTURE

WWW.KINDREDCULTURE.CA
UNIT 10 – 780 BURNHAMTHORPE ROAD W
MISSISSAUGA, ON L5C 3X3

KINDRED CULTURE JR. HIP-HOP PROGRAM

Location: Unit 10 – 780 Burnhamthorpe Road W, Mississauga ON, L5C 3X3

Time: Tuesdays 5:30pm – 6:30pm

Term: September 12th – November 28th 2019

Terms and Conditions

- Kindred Culture has the right to remove participants from the program at any time
- Misbehaviour and disrespect will not be tolerated during the program
- Kindred Culture will be allowed to take pictures and videos to use at their discretion without compensation or pay
- Parents/Guardians will be held responsible for any damages caused by child and agree to pay for any fixtures required
- Parents/Guardians agree to sign the waiver below
- Participants can only be enrolled in one (1) program at a time
- Participants with higher or lower skill may be asked to join a different program
- Participants may be asked to enroll for our JR. Competitive Team or JR. Training Team depending on performance during the term
- This program is for kids ages 7 – 12 years old

Privacy agreement

- Participant and client contact and private information will not be distributed or shared outside of Kindred Culture Inc. use



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PARTICIPANT ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

1. To strictly adhere to KINDRED CULTURE INC.'s Code of Conduct and all rules governing use of the facilities.
2. I grant KINDRED CULTURE INC. the permission to photograph, videotape and/or record me and to use my name, face, likeness, voice, and appearance in connections with exhibition, publicity, advertising and promotional materials without reservation, limitation or compensation. _____ (initial)

Assumption of Risk, Waiver, and Release from Liability

I, (child's name) _____, desire to participate in the program(s) offered by KINDRED CULTURE INC. This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in all programs offered by KINDRED CULTURE INC. including travel to any locations off of KINDRED CULTURE INC.'s premises in order to participate in activities associated with these programs.

1. Risk Factors- I understand and acknowledge that the use of equipment and facilities provided by KINDRED CULTURE INC. and participation in the programs involve risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including KINDRED CULTURE INC. and its agents or from the unavailability of emergency medical care.
2. Assumption of Risk- I am participating in the program(s) at my own free will. I understand that my decision to participate in the program(s) is entirely voluntary. I assume full responsibility for all risks that may arise out of or result from my participation in the program(s), including by not limited to those risks described in Section 1, above. Excepted from this section are any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents, or volunteers of KINDRED CULTURE INC.
3. Acknowledgement of Policies and Procedures- I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation in the program(s). I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of KINDRED CULTURE INC. I understand that KINDRED CULTURE INC. reserves the right to revoke or terminate my participation in these programs for any violations of these rules, regulations, or policies.
4. Release, Indemnify, and Defend. I hereby release, waive, discharge, and hold KINDRED CULTURE INC. harmless, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the program(s). I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the program(s).
5. Prerequisite Skills. I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the program(s). I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the program(s), then I shall direct such questions to the appropriate individuals.
6. Waiver- I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.
7. Payment for Damages. I agree to pay for any and all damages to any property or Release Party caused by me negligently, willfully or otherwise.
8. Representatives. I enter into this agreement for myself.
9. Consent for Emergency Treatment- I consent to medical treatment for emergencies that occur during or are related to my participation in the program(s) where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, and Section 4.
10. Insurance- I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the program(s). I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the program(s).
11. Jurisdiction. This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the Province of Ontario. The parties agree to use the Province of Ontario for Jurisdiction for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.



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- 12. Severability.** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily. _____ (initial)

I have read and agree to all the details outlined in this contract.

Name of Child: _____ Date of birth: _____

Print Full Name _____ Signature _____ Date _____