

CONSENT AND RELEASE

This Document Affects Your Legal Rights. Read It Carefully.

Festival Magic de Montréal 2018 - 2018/03/23-25

Wishing to participate in the above-identified event and on the date(s) specified (collectively, the “Event”), and in consideration of Divertissements Tomoe S.E.N.C. (“Tomoe”) agreement to allow me to participate in the Event, I agree to the terms of this Consent and Release (“Release”).

1. I will comply with all rules, regulations, and behavior standards applicable to the Event. I understand and agree that all decisions of Tomoe and its authorized representatives, independent tournament organizers (“ITOs”), and judges with respect to the Event are final.
2. I am legally competent to sign this Release, or my parent or guardian has also read and signed this Release on my behalf.
3. I agree that Tomoe, partners, sponsors/exhibitors of the Event, collaborators (collectively, “Affiliates”), and ITOs may photograph and record me and may display distribute, create derivatives, exhibit, edit, advertise, publicize, promote, and use aforementioned photographs and recordings in connection with the Event and advertising to promote products or services of Tomoe, ITOs and Affiliates. I further agree and expressly consent that Tomoe, ITOs and its Affiliates may display my name, city, Event record and Event pairings online through websites and social media services to facilitate the Event. I waive any personal or proprietary rights with respect thereto. I represent and warrant to Tomoe that I have not made any contract or commitment in conflict with this grant, and that I will seek no further consideration for any use contemplated by this Section 3.
4. If eligible, I may receive an award for participating in the Event, and Tomoe may, in its discretion, modify or terminate any award or the award structure. Awards are non-transferable, non-negotiable, and not redeemable for an alternative award except in Tomoe's sole discretion.
5. I agree to release, indemnify, and hold Tomoe, its affiliates, and ITOs harmless from any and all loss, injury, damage, claim, and action of any kind in connection with the Event (including without limitation, judging decisions) or any award including, without limitation, personal injuries, death, property damage, or claims based on publicity rights, defamation, or invasion of privacy, whether suffered by me or a third party, however caused, and whether foreseen or unforeseen. Tomoe, its affiliates, and ITOs are not responsible for injury or damage of any kind related to or resulting from participation in the Event.
6. Tomoe is not obligated to exercise any of the rights granted herein.
7. The terms of this Release shall serve as a release and assumption of risk for my heirs and all members of my family, including any minors accompanying me. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a complete release of liability.

8. This Release shall be constructed and controlled by the laws of the city of Montréal (Québec) and provincial and federal governments. Any dispute under this Release shall be submitted to arbitration courts based on the address of Tomoe's head office.

I have carefully read this consent and release. I fully understand its contents and sign it of my own free will.

I represent that I am either (check one):

A resident of Canada or United States of America and at least eighteen years of age.

The parent or legal guardian of the participant named in this Release, if he or she is under the age of majority.

A parent or guardian signature is required if participant is a minor.

If I am signing on behalf of a minor, in addition to the above, I hereby consent to said minor's participation in the Event and also agree to release, hold harmless, and indemnify Tomoe, ITOs and judges for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.

(Participant's printed name)

(Printed name of parent or guardian)

(Signature of participant)

(Signature of parent or guardian)

(Date)

(Date)

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