

# WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK

**Event:** Toronto Tantra Festival 2023  
Camp Walden, Palmer Rapids, Ontario  
September 7 - September 10, 2023

**Organizer:** Nyabingi Communications, a Division of 2850314 Ontario Inc.

**Attendee Name:** \_\_\_\_\_

**Date of Birth:** (DAY/MO/YR) \_\_\_\_\_

**Home address:** \_\_\_\_\_

**City/Town:** \_\_\_\_\_ **Province:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_ **Telephone number:** \_\_\_\_\_

**INITIAL HERE:** \_\_\_\_\_

I, the Attendee, hereby represent, warrant, covenant and agree that, in consideration of being permitted to register for, and participate in, the Event referred above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that:

1. I am aware of the nature of the activities to be offered during the course of this Event and am fully aware of the risks and hazards inherent in my attendance at this Event and participation in festival workshops/sessions, talks, socials, and all associated activities.
2. I freely and voluntarily agree to assume all risks associated with attending and participating in the Event including the risk of illness or injury (whether physical or mental) or death, or loss, that may be sustained as a direct or indirect result of attendance at, and participation in, this Event, howsoever arising, including, but not limited to any act or omission, including but not limited to negligence, on the part of the Organizer, or any of its directors, officers, employees, contractors or agents (collectively, the "Releasees").
3. The Organizer makes no representation or warranty of any kind, whether express, implied, statutory or otherwise, in respect of the nature or quality of any services, activities or products offered or provided during the course of the Event including, without limitation, representations and warranties with respect to risk of participation or use, or of merchantability, fitness for a specific purpose, or compliance with specifications and all of the foregoing are hereby expressly disclaimed.
4. There can be no assurance that COVID-19, or any other virus, will not be contracted during the Event. I understand that I am taking part in the Event, including, without limitation, festival workshops/sessions, talks, socials, and all associated activities at my own risk.
5. All content facilitated by facilitators presenting at the Event are protected by copyright and other laws protecting intellectual property.
6. I hereby consent to and authorize the Toronto Tantra Festival and any person or entity authorized by the Toronto Tantra Festival to share, use, and display any and all photographs, videos, quotations, audio recordings and other such media works taken of me in any form in any media now known or hereafter developed, in connection with, but not limited to: external promotion of the Toronto Tantra Festival (information brochures, posters or other display materials, advertising on television, radio, web, internet, intranet or newspaper) or other print, video or digital uses.

I hereby waive any right that I may have to inspect and/or approve the finished product or the editorial or advertising copy that may be used in connection therewith or the use to which the photographs, quotations, video and audio recordings may be applied. I acknowledge and agree that any photographs, audio recordings and/or video recordings taken and later used by the Toronto Tantra Festival will be owned by the Toronto Tantra Festival.

**\*\* NOTE: If I wish to withdraw your consent for the above collection and use, you will have an opportunity to opt out through a process that will be identified by the Toronto Tantra Festival.**

- 7. NONE OF THE RELEASEES SHALL BE LIABLE OR RESPONSIBLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR: ANY CLAIMS, DAMAGES (DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES (WHETHER ACCRUED, ACTUAL, CONTINGENT OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ILLNESS INJURY (WHETHER PHYSICAL OR MENTAL), OR DEATH, OR FOR ANY LOSS (INCLUDING WITHOUT LIMITATION, ECONOMIC LOSSES) OR DAMAGE TO REAL OR PERSONAL PROPERTY, OF ANY NATURE OF KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, ARISING FROM OR OUT OF OR RELATING IN ANY WAY TO MY ATTENDANCE AT, OR PARTICIPATION IN, THE EVENT, (COLLECTIVELY "CLAIMS"). I HEREBY WAIVE ALL SUCH CLAIMS, AND RELEASE EACH OF THE RELEASEES FROM ANY SUCH CLAIM.**

**I understand that there are inherent and unforeseen risks involved in participating in this Event.**

**I have read this document in its entirety and fully understand its terms.**

**Failure to accept the aforementioned terms will exclude you from participation in the festival.**

**I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability on the part of each of the Releasees.**

**The festival will have an official photographer taking photos and video at the Event. If you DO NOT want your photo/video taken of you, we will exclude you from final photos and videos. If you are fine with being included in photos and videos, note there is no reimbursement for the right to take, or to use your photograph or video or recording. We reserve the right to use your image (still or moving) and/or your spoken words in perpetuity. The photos and video from the festival will be used for future online and print media promotions.**

**Attendee signature: \_\_\_\_\_ Witness: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_ Witness Name: \_\_\_\_\_**

**Date: \_\_\_\_\_**