

Ticket Purchase Agreement, Waiver and Release

ALL GUEST/VISITORS/WORKERS/EMPLOYEES of St. Elizabeth Village/Zest Communities/Novacare Retirement Communities Association & The Village After Dark: Halloween Celebration/Edition from October 21, 2020 to November 30th, 2020 (the “Event/EVENT”), must AGREE to and ACCEPT this agreement in order to enter the Event.

Clicking on the “Buy Tickets” button on www.thevillageafterdark.com shall be considered ACCEPTED/ACCEPTANCE of this agreement. Entry into the boundaries/premises (the “Venue”) of the Event, St. Elizabeth Village/Zest Communities/Novacare Retirement Communities Association (the “Company/COMPANY”), shall be considered ACCEPTED/ACCEPTANCE.

1. Tickets

Tickets are free. No refunds or exchanges. Rain or shine.

I agree that a Ticket issued by the Company is for the sole purpose of accessing the venue which the Event is scheduled to occur (the ‘Venue’). The Company may, at its sole and absolute option, revoke a Ticket at any time, which includes denying me access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by the Company or its contractors. Any purchase or possession of tickets for the Event constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein. If you do not agree to be bound by these terms and conditions, do not purchase Tickets.

2. COVID-19 Screening Declaration

By reserving/purchasing a ticket to the Event. All Attendees/Guests, you and your party declare that you do not have Covid-19, have/displaying symptoms (as designated by the Government of Canada) of Covid-19, have had close contact with a confirmed or probable case of Covid-19, or have travelled outside of Canada in the past 14 days.

3. Risks

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, “Releasees”), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

4. Publicity

I hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors and assigns, and the employees, officers, directors, and agents of each and all of them (“Authorized Persons”), the rights to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, otherwise use, and permit others to use, my first name, image, likeness/appearance, voice, and all materials created by or on behalf of Company that incorporate any of the foregoing (“Materials”) in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print/digital publications, electronic, magnetic and optical media, social media, motion pictures, television broadcast, cablecast and satellite, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of the Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement.

The Company shall be the exclusive owner of all right, title, and interest in and to the Materials, including all copyrights. I hereby irrevocably transfer, assign and otherwise convey to the Company my entire right, title and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Company

5. Force Majeure, Changes, Cancellation

Upon the occurrence of an Event Cancellation, including but not limited to events outside the Company’s control (acts of God, riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), I agree the Company shall, at its sole and absolute option: a) have the right, but not the obligation, to issue a refund or b) elect to postpone an event date (the “Date An Event Occurs”) or c) cancel event dates without further legal or financial obligation or liability, including any obligation to issue a refund or to reschedule an event date.

6. Representations and Warranties of the Ticketholder

I represent and warrant to Company that I am at least eighteen (18) years of age and I have full right, power and authority to enter into this Agreement for myself and/or on behalf of my child who is a minor ticketholder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with this Agreement.

7. Acknowledgement

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.