

## PHOTO AND VIDEO RELEASE

This Photo and Video Release (the "**Agreement**"), dated as of the last date written below (the "**Effective Date**") is between Nancy Pichonsky, operating as Embrace Balance Yoga with a head office located in Calgary, Alberta (the "**Company**"), and the individual identified below ("**I**," "**me**," or "**Participant**") in connection with Company's classes, workshops, training and events (the "**Event**"). Company and Participant agree as follows:

1. For the intangible value I will gain by participating in the Event, the receipt and sufficiency of which I hereby acknowledge, I irrevocably give Company my permission and consent, and grant to Company to do the following (the "**Recording**"):
  - (a) \_\_\_\_\_ Film Me
  - (b) \_\_\_\_\_ Photograph Me
  - (c) \_\_\_\_\_ Record my Voice
  - (d) \_\_\_\_\_ None of the above
2. I hereby irrevocably grant and license to the Company the rights to take, edit and publish Recordings of myself, including those published in print and online in any form, including in emails, websites and social media, without further consent from me or any compensation to me.
3. I understand that I can withdraw consent to future publications of a Recording by providing the Company with notice of my withdrawal. I understand the nature of the internet means that it may be impossible for existing publications of the Recordings to be removed and I acknowledge this risk.
4. I acknowledge that the Company will have exclusive ownership of all rights in the Recordings, including copyrights and intellectual property rights, indefinitely and globally. I hereby transfer and assign all my rights, including copyright and intellectual property rights, to the Company, and I waive any moral rights or droit moral associated with the Recording in any jurisdiction where such rights are recognized.
5. The Company is not obligated to use the Recording. I acknowledge that I have no right to review or approve the Recording, any edits to the Recording, nor be tagged in such.
6. To the maximum extent allowed by law, I permanently waive all rights to pursue legal claims, including those governed by intellectual property, moral rights, tort, negligence, contract, statutory or common law arising from the Recording and the Company's actions or inaction under this Agreement. I release the Company from all liability connected to the Event or Recording. I acknowledge the Company's reliance on this Agreement and agree it cannot be terminated, rescinded, or modified retroactively. I also give up the right to seek injunctive relief and will not interfere with the production or publication of the Recording.
7. I am at least eighteen years old and have the full authority to enter into this Agreement and grant the rights within it. I confirm that I am able to provide this Photo and Video Release without requiring any third party consent. I agree to defend, indemnify, and hold harmless the

Company from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

8. This Agreement constitutes the sole understanding between the parties regarding the Event and Recordings and supersedes any other representations made by Company. If any term of this Agreement is invalid, illegal, or unenforceable, the offending term will be struck off and the remainder of the Agreement will be read as if the offending term is removed. The Company may assign this Agreement to any party. This Agreement shall be binding on and shall enure to my benefit and the benefit of Company, and our respective heirs, executors, administrators, legal representatives, successors, and assigns. All matters related to this Agreement shall be governed by and construed in accordance with the laws of the province of Alberta and the applicable federal laws of Canada, without consideration of any conflict of law provisions. I irrevocably attorn to the exclusive jurisdiction of the forums of Calgary, Alberta.

**THIS AGREEMENT PROVIDES THE COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING THE COMPANY TO PUBLISH AND COMMERCIALY EXPLOIT YOUR LIKENESS, VOICE, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY AND THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE IN CONNECTION WITH THIS AGREEMENT OR HAVE VOLUNTARILY WAIVED YOUR RIGHT TO DO SO.**

IN CONSIDERATION OF THE FOREGOING, Company and Participant have executed this Agreement as of the Effective Date.

<p>_____  <b>Company: Nancy Pichonsky operating as Embrace Balance Yoga</b>  Date:</p>	<p>_____  Participant (print):  Address:  Date:</p>
<p>FOR MINOR PARTICIPANTS</p>	
<p>I am the parent or legal guardian of the minor named above as "Participant". I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Agreement.</p>	
	<p>_____  Parent or Legal Guardian (print):  Address:  Date:</p>