

Waiver and Release

In consideration of being allowed to participate in any way in the Johnson & Johnson International Hockey Tournament and related events and activities taking place between April 12-13th, 2019 in Toronto, Ontario, Canada (the "Activity"), the undersigned acknowledges, appreciates, and agrees to the terms and conditions set out below.

IMAGE & VIDEO RELEASE

I hereby grant to Johnson & Johnson ("Company") and all of its affiliates, successors, transferees, and assigns (hereinafter collectively referred to as the "Licensed Parties"), an exclusive royalty free unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use my likeness and/or my name in association with any and all, photographs, video recordings, audio recordings and computer generated images (the "Images") taken during the Activity, in any and all media now known or hereafter devised in perpetuity.

I hereby acknowledge and agree that the Company shall exclusively own any and all right, title and interest (including copyright) in and to the Images and/or other materials produced, recorded, and/or created which incorporate the Images and are prepared using the rights granted herein (collectively, the "**Materials**") without further approval by, or notification or compensation to, me, unless prohibited by law. I agree that the Licensed Parties may edit or otherwise modify the Images and may combine the Images with Materials furnished or created by others without my approval. The Licensed Parties have the sole discretion to decide whether, when and how to publish or post the Images and/or any Material, or any portion thereof. I hereby assign any and all copyright I may have in and to the Images and Materials and expressly waive, to the fullest extent permitted by law, any so-called "moral rights" which may now or may hereafter be recognized by legislative enactment or otherwise at law or in equity with respect to the Materials.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK WAIVER

Assumption of Risks. I am fully aware of the risks involved and hazards connected to this Activity, including but not limited to the potential for permanent paralysis and death of injury as well as travel risks and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the Activity, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES (as defined below) or otherwise.

I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

Assumption of Responsibility. I will abide by all applicable Company policies, including but not limited to, the Johnson & Johnson Business Conduct Policy, as well as the laws of Canada, and ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions.

More particularly, I understand that Company does not carry accident or injury insurance for my benefit and also that there may be certain matters for which I could be held at fault personally. In these cases I will be accountable in all respects for my own actions and will not ask Releasees to accept the consequences thereof. Further, I will be responsible for any claims made against Releasees in relation to such actions.

RELEASE, WAIVER AND INDEMNITY. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY: (A) RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS FAMILY OF COMPANIES, THEIR OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE ACTIVITY ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS, ACTIONS, COSTS, JUDGEMENTS, DAMAGES, OBLIGATIONS, LOSS, PENALTIES, AND EXPENSES OF ANY KIND AND ANY NATURE INCLUDING LEGAL FEES, THAT I MAY SUFFER IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY OR RELEASEES USE OF THE IMAGES, INCLUDING BUT NOT LIMITED TO INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION, OR PORTRAYAL IN A FALSE LIGHT; WHETHER CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL ACT OR OMISSION OF THE RELEASEES OR OTHERWISE TO THE FULLEST EXTENT OF THE LAW; AND (B) INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL DAMAGES, LOSS AND EXPENSES, INCLUDING LEGAL FEES, WHICH MAY BE SUFFERED DIRECTLY OR INDIRECTLY BY REASON OF MY BREACH OR ALLEGED BREACH OF ANY OF THE FOREGOING AND/OR MY OWN NEGLIGENCE OR WILFUL MISCONDUCT DURING OR IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY OR THE APPEARANCE OF THE IMAGES. I FURTHER ACKNOWLEDGE AND AGREE THAT LICENSED PARTIES SHALL HAVE NO LIABILITY FOR THE UNAUTHORIZED USE OF THE IMAGES BY THIRD PARTIES

I hereby acknowledge that this agreement and the rights granted herein, to the Company or any Licensed Parties, shall apply to and be binding on me, and my heirs, executors, administrators, personal representatives, successors and assigns.

I ACKNOWLEDGE AND CONFIRM THAT I AM AT LEAST (18) YEARS OF AGE AND FULLY COMPETENT AND THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS AGREEMENT. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

This agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada as applicable therein, excluding the operation of any rule or principle of conflict of laws.

By clicking "accept" below, I confirm that I am at least (18) years of age and that I have read and understand this Waiver and Release, and agree to be bound by the terms and conditions contained therein.