

## PRIVACY AGREEMENT

**TO:** PR PILATES INC.  
(the “Company”)

**AND TO:** (the “Owner”)

**ACTIVITY:** Use of Fitness Facilities and associated classes, events, and activities (the “Activity”)

**THIS AGREEMENT WITNESSES** that for good and valuable consideration, including the acceptance of the application of the undersigned for participation in the Activity on property owned or operated by the Owner, the sufficiency and receipt of which consideration are hereby acknowledged, the undersigned hereby agrees as follows:

- 1. Personal Information.** “Personal Information” shall have the meaning attributed to such term within the provisions of PART 1 of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (“PIPEDA”). The Company and the Owner shall each comply with the provisions of PIPEDA and with their own respective privacy policies and procedures with respect to all Personal Information which is collected, used, or disclosed by either Party as a result of this Agreement.
- 2. Grant of Rights.** I hereby grant the Company and The Owner a non-exclusive, royaltyfree, perpetual, worldwide license to use, reproduce, modify, adapt, publish, translate, distribute, and display the photographs, videos, and any other forms of media taken during the activity ("Promotional Material") for the purpose of promoting Company’s facilities and services. This usage includes, but is not limited to, The Company’s social media platforms, website, print materials, and other promotional channels. The Promotional Material may be edited, altered, or modified as deemed necessary for promotional purposes.
- 3. Consent and Privacy.** The Company confirms that all individuals appearing in the Promotional Material have consented to the use of their images by The Company. The Company further agrees to comply with all applicable privacy legislation of the province of Ontario and the laws of Canada (PIPEDA).
- 4. Right to Revoke.** The undersigned reserves the right to request the removal of any Promotional Material from any medium. Such requests must be made in writing and following which the Company agrees to remove the specified Photograph within thirty (30) days.
- 5. Amendment.** I agree that this Agreement may not be modified unless agreed to in writing by me, the Company and the Owner.
- 6. Binding Agreement.** I agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me and my heirs, executors, legal representatives and personal assigns.

7. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby submits to the nonexclusive jurisdiction of the Province of Ontario in connection with this Agreement.
8. **Invalidity of Provision.** In the event an Ontario court of competent jurisdiction determines a provision in this Agreement is illegal or unenforceable, such provision shall be rendered ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions, which shall remain in full force and effect.

I confirm that I am 18 years of age, that I have completely read this Agreement and that I fully understand the provisions of this Agreement.

**Minor Acknowledgment.** In the case of a minor Participant (under the age of 18 years), the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Privacy Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Privacy Agreement. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Privacy Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.