



**Attendee Terms, Conditions, and Release of Liability Agreement  
2018 Canadian Model and Talent Convention  
May 9 – 13, 2018**



**Attention: Please read this Attendee Terms, Conditions, and Release of Liability Agreement (the “Agreement”) carefully before agreeing to its provisions. This Agreement includes a release of liability and waiver of certain legal rights.**

Anyone attending the Canadian Model and Talent Convention (“CMTC”) as a Contestant or Visitor must complete this Agreement. The term “Attendee” shall refer to Contestants and Visitors. Furthermore, the terms “Attendee,” “Contestant,” “Visitor,” and/or “Participant” shall include, where applicable, the parent or legal guardian, if such Attendee is a minor under the age of 18. The parent or legal guardian is responsible for compliance with all terms contained in the Agreement including payment.

**TERMS AND CONDITIONS**

In consideration for my/our being permitted to participate in the activities of the Canadian Model and Talent Convention, I/we agree to the following terms and conditions:

1. **Base Fee.** The registration base fee includes: (a) four (4) convention days; (b) access to all seminars and workshops; (c) theme party dances; (d) a personalized certificate of participation; (e) a ticket to the awards reception, ceremony, and dance; and (f) the inclusion of the Contestant’s photo in the CMTC program book (provided that the Contestant's photo is uploaded to CMTC's online registration form before March 1, 2018; the photo meets the upload specifications listed on the registration form; and the Contestant's registration fees have been paid in full).
2. **Competitions.** Each Contestant must select a minimum of three (3) competitions at the time of registration. Competitions are not included in the registration base fee and are priced at \$50.00 plus HST before March 1, 2018. Following March 1, 2018, competitions are priced at \$75.00 plus HST. Contestants cannot remove competitions once they have registered for them; however, one competition may be exchanged for another competition up until March 1, 2018.
3. **Visitor Passes.** Visitor passes include: (a) four (4) convention days; (b) competitions that are open to an audience (see CMTC Competition Rules and Regulations); (c) seminars and workshops; (d) theme party dances; and (e) a ticket to the awards reception, ceremony, and dance.
4. **Guest Awards Reception Tickets.** Guest awards reception tickets include admittance to the awards reception, ceremony, and dance.
5. **Down Payment.** The \$195.00 down payment is non-refundable and non-transferable.
6. **Payment Deadline.** I/We understand that all registration payments and fees are due by March 1, 2018.
7. **Late Fee.** A \$100 fee will be added to registration payments received after March 1, 2018.

**Date:** \_\_\_\_\_ **Attendee Initial:** \_\_\_\_\_ **Parent/Guardian:** \_\_\_\_\_

(initial required if  
Attendee is under the  
age of 18)

8. **Refund Policy.** All convention fees – including fees associated with visitor passes and guest awards reception tickets – are payable when due and are non-refundable. I/We am/are responsible for the full balance owing regardless of my/our ability to attend CMTC 2018.
9. **Collection of Outstanding Balances.** CMTC reserves the right to collect any balances due under the terms of this Agreement and the online registration form. I/We understand and hereby authorize that in the event the registration balance is not paid by March 1, 2018, that CMTC may process the remaining balance owing to my credit card.
10. **Transfer Policy.** Under extenuating circumstances, and at the discretion of CMTC only, a credit may be given to the fees for a future CMTC except for the non-refundable and non-transferable down payment of \$195.00. To defer their CMTC 2018 registration, Attendees must notify the CMTC office in writing by March 15, 2018. Once registration opens for CMTC 2019, Attendees must contact the CMTC office and complete the registration process by December 1, 2018.
11. **Receipts.** I/We understand that no additional receipts will be issued by CMTC and that it is my/our responsibility to retain a copy of registration payment receipts and this Agreement.
12. **Disqualification.** I/We understand that if I/we am/are disqualified from CMTC, or am/are unable to attend for any reason that I/we will not be entitled to any refund of fees paid to CMTC Inc.
13. **Dismissal from CMTC or Hotel Premises.** I/We understand that if I/we am/are dismissed from CMTC and/or the hotel premises that I/we will not be entitled to any refund of fees paid to CMTC Inc.
14. **Booking Hotel Accommodations.** I/We understand that as an Attendee, I/we am/are responsible for booking my/our own hotel accommodations directly through the Toronto Airport Marriott Hotel. I/we understand that the Toronto Airport Marriott Hotel offers a “CMTC VIP Rate” and that this special discounted rate is limited.
15. **Additional Costs and Expenses.** I/We understand that as an Attendee, I/we am/are fully responsible for: (a) any and all additional costs or expenses incurred at the convention site; (b) any and all costs or expenses incurred with any photographers; and (c) any and all costs or expenses incurred in travelling to and from the convention site.
16. **Convention Itinerary and Competition Rules.** I/We will follow the official itinerary and will abide by the criteria, rules, and regulations set forth for each competition/event in which I/we am/are participating.
17. **Compliance with Hotel Rules.** I/We will abide by the rules set forth by the Toronto Airport Marriott Hotel and I/we will be held financially responsible for the removal or destruction of any hotel or CMTC property for which I/we am/are at fault. I/We understand that there will be a fine levied on me/us for which I/we am/are responsible for smoking in a non-smoking room.

**Date:** \_\_\_\_\_ **Attendee Initial:** \_\_\_\_\_ **Parent/Guardian:** \_\_\_\_\_

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18. **Compliance with Laws, Ordinances, and Regulations.** I/We am/are subject to all city, provincial, and federal laws, ordinances, and regulations in force in the Province of Ontario.
19. **CMTC's Function.** I/We understand that CMTC Inc. is an event management company, not a model and/or talent agency.
20. **Future Opportunities of Attendees as a Result of Attending CMTC.** I/We understand that CMTC Inc. does not guarantee that Attendees will: (a) be offered contracts, (b) be offered placement opportunities, (c) receive trophies, and/or (d) receive callbacks as a result of attending CMTC.
21. **Competitions, Events, Seminars, and Workshops.** CMTC competitions, events, seminars, and workshops are for educational purposes only and will not secure or provide opportunity for employment in the field or representation by an agent.
22. **Granting of Rights for Photography, Film, and Audio Material for Event Documentation and Public Reporting.** In consideration of the potential for additional publicity, I/we hereby authorize the Canadian Model and Talent Convention, CMTC Inc., to copyright, reproduce, or otherwise use anywhere in the world, forever, any or all photographs, video, television, and other tapes, likeness and characterization for any and all purposes including, but not limited to, the commercial use by CMTC Inc. for advertising, publicity, and trade. I hereby warrant that I have not restricted the use of my name, photograph, or resemblance to any person, firm, corporation, or other entity.
23. **Electronic Communications.** I/We consent to receiving electronic messages from CMTC Inc. including, but not limited to, promotions about the CMTC event, opportunities, other notifications, and offers.
24. **Communications with Contestants Ages 18 and Older.** Pursuant to Canadian privacy law, if the Contestant is 18 years of age or older, CMTC will not communicate or engage in dealings with the parent, legal guardian, or other proxies or persons claiming to represent the interests of the Contestant. In such cases, the Contestant must deal with CMTC directly.
25. **Loss or Damage of Property.** CMTC Inc. assumes no responsibility for the loss, theft, or damage of Attendees' property. I/We will not hold CMTC Inc. responsible for the loss, theft, or damage of my/our property.
26. **Personal Injuries.** I/We will not hold CMTC Inc. responsible for any injury that may occur to me/us in conjunction with CMTC 2018 being held at the Toronto Airport Marriott Hotel.
27. **Emergency First Aid Treatment.** I/We grant permission to my director and/or a representative of CMTC Inc. to render or seek emergency first aid treatment for me/us, if it appears necessary to such person.
28. **Fulfillment and Jurisdiction.** This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. All disputes arising in connection with this Agreement shall be determined exclusively by courts in Ontario.

**Date:** \_\_\_\_\_ **Attendee Initial:** \_\_\_\_\_ **Parent/Guardian:** \_\_\_\_\_  
 (initial required if Attendee is under the age of 18)

29. **Severability Clause.** If there is a determination of these terms and conditions to be ineffective or impracticable, then the validity of the terms and conditions remaining are not impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

30. **Cancellation Policy.** This Agreement is final and cancellations will not be accepted.

31. **Warranties.** All warranties shall survive the conclusion of the 2018 Canadian Model and Talent Convention.

## **WAIVER AND RELEASE OF LIABILITY**

**I/We am/are attending and/or participating at CMTC entirely at my/our sole risk. In consideration of my/our participation and this entry, I/we hereby, for myself, my heirs, estate trustees, representatives, and administrators, waive, release, and discharge CMTC Inc. and its agents, representatives, directors, officers, employees, successors, and/or assigns, and the Toronto Airport Marriott Hotel (“releasees”) from any and all claims, demands, expenses, causes of actions, damages, and losses resulting from, arising out of, in connection with or related to, my/our attendance/participation at CMTC, including without limitation, damages arising from, or in connection with, personal injury or death or temporary or permanent disability or damage to property; however caused by any act, omission, or negligence of the releasees or any other participant, attendee, and/or contestant at CMTC. The Participants, Attendees, and/or Contestants shall attend CMTC at his/her sole risk.**

## **FINAL CONFIRMATION**

**I/We, the undersigned Attendee(s) (and as parent(s) or guardian(s) of Attendees who is/are under 18 years of age, if applicable), hereby commit to attend and/or participate in CMTC 2018. I/We have read and understand this Attendee Terms, Conditions, and Release of Liability Agreement and agree to abide by the provisions contained therein. I/We further understand that by agreeing to the provisions of this Agreement, I/we voluntarily surrender certain legal rights.**

**Date:** \_\_\_\_\_ **Attendee Age:** \_\_\_\_\_

**Attendee Name:** \_\_\_\_\_ **Attendee Signature:** \_\_\_\_\_  
(please print name)

**Parent/Guardian:** \_\_\_\_\_ **Parent/Guardian:** \_\_\_\_\_  
(please print name) (signature required if Attendee is under the age of 18)