

Participant Waiver

THIS PARTICIPANT WAIVER AGREEMENT (this "Agreement") is made on the date set forth below by and between the individual who has signed below as Participant or parent or legal guardian ("Guardian") on behalf of a minor (the "Participant") and rEvolution Marketing, LLC, an Illinois limited liability company ("rEvolution").

WHEREAS, Participant wishes to participate in the Spin Master Ltd. PAW Patrol event organized by rEvolution between the following dates of July 21, 2017 through December 31, 2017 (the "Event").

WHEREAS, subject to the terms of this Agreement, rEvolution wishes to allow Participant to participate in the Event.

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

- 1. Assumption of Risk.** Participant and/or Participant's Guardian acknowledge and agree that Participant voluntarily participates in the Event. Participant and/or Participant's Guardian are fully and completely aware of and hereby assume the risk of illness, accident, injury, personal injury, bodily harm (including without limitation death), emotional distress, psychological harm, property damage and all other dangers and risks of any type potentially arising from or in connection with Participant's involvement and/or participation in the Event (all of the foregoing, collectively, the "Hazards"). Participant and/or Participant's Guardian are aware of and assume all Hazards that may result from involvement or participation in the Event, including but not limited to the active or passive negligence or negligent supervision of rEvolution Marketing LLC and **Spin Master Ltd.** and each of their respective parent, subsidiary and related companies, owners, managers, members, officers, directors, stockholders, representatives, past and present employees, agents, sponsors (including but not limited to advertising, marketing and promotions agencies or vendors), licensees, licensors, clients, retail partners, successors and assigns, (all of the foregoing, collectively, the "Released Parties"). Participant and/or Participant's Guardian understand and agree that none of the Released Parties will obtain insurance on Participant's behalf, and that Participant and/or Participant's Guardian are solely responsible for obtaining Participant's own insurance, if Participant so desires.
- 2. Consent to use of Image.** Participant and/or Participant's Guardian acknowledge that: (i) from time to time in connection with the Event, rEvolution and/or the Released Parties may take (or cause to be taken) photographs, video, audio or other recordings which capture Participant's image, voice, name and/or likeness (the "Image"); and (ii) rEvolution and the Released Parties may use the Image for any purpose, including, without limitation, advertising, marketing and promotion of any product or service (except pornographic or defamatory), throughout the world. Participant and/or Participant's Guardian hereby unconditionally and irrevocably consent, authorize and grant to rEvolution and the Released Parties the perpetual, worldwide, royalty-free, transferable and sublicenseable right, license and privilege to use, publish, reproduce, display, distribute, license, rent, sell, loan, modify, alter and make derivative works based on the Image in any and all media (whether now known or hereafter developed, including, without limitation, social media channels). Participant and/or Participant's Guardian acknowledge and agree that they have no rights of inspection or approval regarding any use by the Released Parties of the Image or any materials that may be used in connection therewith or to the eventual use to which it may be applied, and that the Image may be combined with other images, text, graphics, film, audio, audio-visual works and may be cropped, altered or modified. Participant and/or Participant's Guardian hereby release each of the Released Parties from any and all claims and causes of action which Participant and/or Participant's Guardian may now or in the future have relating to (i) the Released Parties' use of the Image including, without limitation, all claims for infringement of copyright, invasion of privacy, right of publicity and defamation, and (ii) ownership, use, reproduction, display, distribution or other exploitation of any materials produced by, or at the direction of, rEvolution or the Released Parties which contain any Image. Further, Participant and/or Participant's Guardian acknowledge and agree that they have no further right to additional consideration or accounting, and that they will make no further claim for any reason to either of the Released Parties in connection with any use of the Participant's Image.
- 3. Moral Rights.** Participant and/or Participant's Guardian hereby waive, in favor of the Released Parties and all persons as may be designated by the Released Parties from time to time any moral rights that they may own in respect of the Image (including any and all rights to be associated therewith by name and the right to remain anonymous and the right to the integrity of the Image, including the rights of modification and association), and any and all of my rights to privacy and personality in relation to the Image.
- 4. Release of Liability.** Participant and/or Participant's Guardian, on behalf of Participant and all of Participant's agents, representatives, spouse, guardians, successors, assigns, heirs, children and next of kin (all of the foregoing, collectively, the "Participant Parties"), hereby irrevocably waives, releases, discharges and holds all of the Released Parties harmless from and against any and all injuries, losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees, lost wages and medical expenses) arising from or in connection with any and all Hazards or relating to Participant's participation or involvement in the Event, whether occurring on or off the premises where the Event takes place. Participant and/or Participant's Guardian shall bear the sole and exclusive responsibility for all Hazards.
- 5. Indemnification.** Participant and/or Participant's Guardian shall forever indemnify, defend and hold the Released Parties harmless from and against any and all injuries, losses, liabilities, claims, costs, damages, demands and expenses (including but not limited to attorney fees) arising from or in connection with any (i) Hazards suffered by Participant, (ii) actions or claims brought by any of the Participant Parties against any the Released Parties in connection with the Hazards or the Event or any uses of the Image by rEvolution or the Released Parties or any of their respective licensees, and (iii) other actions or claims against any the Released Parties relating to Participant's participation or involvement in or activity at the Event.
- 6. Knowing and Voluntary Execution.** Participant and/or Participant's Guardian represents and warrants to rEvolution that he/she (i) has carefully read this Agreement and understands its contents, (ii) is not a minor, (iii) is of sound mind and body, (iv) possess all rights and faculties necessary to execute, deliver and perform this Agreement, and (v) understands that this Agreement includes an assumption of the risk of the negligence of the Released Parties and a waiver and release of the liability of the Released Parties by the Participant Parties. Participant and/or Participant's Guardian acknowledges that rEvolution and Spin Master Ltd. is relying on this Agreement in allowing Participant to participate in the Event.
- 7. LAWSUITS.** PARTICIPANT AND/OR PARTICIPANT'S GUARDIAN REPRESENT AND WARRANT TO THE RELEASED PARTIES THAT NONE OF THE PARTICIPANT PARTIES SHALL MAKE OR INSTITUTE ANY LAWSUIT OR CLAIM ANY LIABILITY, IN LAW OR IN EQUITY, AGAINST ANY OF THE RELEASED PARTIES WITH RESPECT TO ANY OF THE HAZARDS OR THE IMAGE. NOTWITHSTANDING THE FOREGOING, NONE OF THE PARTICIPANT PARTIES SHALL COMMENCE ANY ACTION OR PROCEEDING AGAINST ANY OF THE RELEASED PARTIES MORE THAN THIRTY DAYS AFTER THE DATE ON WHICH THE EVENT TAKES PLACE, AND PARTICIPANT AND/OR PARTICIPANT'S GUARDIAN ACKNOWLEDGE THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM. IN THE EVENT OF ANY LAWSUIT, PARTICIPANT AND/OR PARTICIPANT'S GUARDIAN HEREBY EXPRESSLY WAIVE THE RIGHT TO HAVE PARTICIPANT'S OR PARTICIPANT PARTIES' CLAIMS OR DEFENSES HEARD BY A JURY.

8. NO REPRESENTATION OR WARRANTIES. NEITHER REVOLUTION NOR ANY OF THE RELEASED PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EVENT AND EACH OF REVOLUTION AND THE RELEASED PARTIES EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NONE OF THE RELEASED PARTIES SHALL BE LIABLE TO THE PARTICIPANT AND/OR PARTICIPANT'S GUARDIAN, PARTICIPANT PARTIES OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, ANTICIPATED REVENUES OR PROFITS), WHETHER IN AN ACTION IN CONTRACT OR TORT, UNDER STATUTE OR OTHERWISE, ARISING FROM ANY CLAIM DIRECTLY OR INDIRECTLY RELATING TO OR ARISING IN CONNECTION WITH THE EVENT OR THIS AGREEMENT.

10. **Severability.** If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from this Agreement, the remainder of which shall continue to be valid, lawful and enforceable in all other respects to the fullest extent permitted by law.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of laws rules thereof. Any controversy arising under this Agreement shall be exclusively adjudicated before a provincial or federal court of competent jurisdiction located in Toronto, Ontario, Canada. By the execution and delivery of this Agreement, each party: (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court; and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

12. **Entire Agreement.** This Agreement constitutes the sole and entire understanding between Participant and/or Participant's Guardian, and rEvolution with respect to the subject matter hereof and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between Participant, and/or Participant's Guardian, and rEvolution with respect to such subject matter. No amendment, supplement or modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.

13. **Third-Party Beneficiaries.** Participant agrees that this agreement confers rights and remedies upon the Released Parties, who are express third-party beneficiaries of this Agreement, with full rights as such.

14. **PRIVACY AND PERSONAL INFORMATION:** By choosing to participate in the Event, rEvolution and Spin Master Ltd. may collect certain personal information (such as name, email address, telephone number and Image) from Participant and/or Participant's Guardian (the "Personal Information"). By participating in the Event and providing such Personal Information, Participant and/or Participant's Guardian hereby consents to the collection, disclosure, processing and transfer of such Personal Information for the purposes disclosed in this Agreement. Spin Master Ltd. or its service providers may use the Personal Information to communicate with Participant and/or Participant's Guardian about Spin Master Ltd.'s or a third party's products or services unless Participant and/or Participant's Guardian elects not to receive further communication from Spin Master Ltd. Spin Master Ltd. will provide Participant and/or Participant's Guardian with an opportunity to opt-out of receiving this information at any time after Participant and/or Participant's Guardian first receives such information from Spin Master Ltd. Further, Spin Master Ltd. may use the Personal Information to run promotional advertisements and/or campaigns on social media channels and provide you with personalized advertising or other targeted content relating to Spin Master Ltd.'s or a third party's products or services.