

BOKS Pledge Agreement (Canada)

It is important that all participants are aware of the expectations and the terms that apply to participation in the Build Our Kids' Success program ("BOKS" or the "program"), so the Reebok Canada Fitness Foundation ("RCFF" or "we") has put together this pledge agreement (the "Agreement"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PARTICIPATING IN BOKS. Your participation in BOKS indicates your acceptance of this Agreement.

You pledge to be a BOKS Champion of Change. As a BOKS role model, you will do your best to create a positive environment for the children in the program and other BOKS volunteers so that you may help them discover their potential through the power of physical activity. You will help lead this program in the knowledge that by getting kids physically active and creating healthy habits in your community you are contributing to the development of a healthier generation of fit, confident and happy kids.

You understand and agree that before proceeding, you will...

1. Ensure that BOKS has administrative approval and support from the school principal.
2. Become familiar and comfortable with the program by thoroughly reviewing the curriculum and the training videos via the Trainer Hub, virtual training modules, and/or in-person training.
3. Always refer to the program as BOKS (Build Our Kids' Success).
(By doing so, you can properly integrate the branded tools associated with our program and benefit from our publicity efforts. Make clear that your school is operating the BOKS program and is not an agent of Reebok or RCFF).
4. Assume the role of lead trainer or identify a suitable lead trainer to head the program.
5. Make sure all trainers and volunteers have completed criminal background checks prior to starting the program, pursuant to school policy, and comply with all school policies.
6. Ensure that the lead trainer follows the BOKS curriculum and lesson plans as identified in the BOKS training manual provided however, you agree that you and/or those implementing the program assume all risk of liability associated with implementing the BOKS program.
7. Make best efforts to collect and submit metrics (e.g., survey results, number of activity minutes etc.) to BOKS headquarters using the protocol and guidelines outlined on the Canadian Trainer Hub.
8. Release and hold harmless RCFF, Reebok International Ltd., Reebok International Limited, the Reebok Foundation, Inc., Adidas (Canada) Limited and each of their parents, affiliates, officers, directors, agents, partners, suppliers, contractors, sponsors (including the Public Health Agency of Canada) and employees from all liability, claims, demands, losses, or damages arising out of or related to implementation of the BOKS program, whether arising from the negligence of the participants or otherwise, to the fullest extent permitted by law.

You understand and agree that...

1. As a result of your participation in the program, you will be engaging in activities that involve risk of damage to personal property or bodily injury, which might result not only from your own actions, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises, weather conditions, or the use of any equipment during your participation in the program, and you further acknowledge that there may be other risks not known or not reasonably foreseeable at the date of accepting this Agreement (collectively, the "Risks"). In this regard, you confirm that, prior to embarking on the program, you have been advised as to the activities in which you will be involved as a participant in the program.

2. You are familiar with the use and safe operation of the equipment you will be using during this program.
3. You voluntarily assume all of the Risks and accept personal responsibility for any and all loss, damage, expense (medical or otherwise) or injury, including death or permanent disability, that you may suffer, or that your heirs or next of kin may suffer, as a result of your participation in the program. You understand that the Risks simply cannot be eliminated without jeopardizing the essential qualities of the program's activities.
4. You release, waive, discharge and covenant not to sue RCFF, Reebok International Ltd., Reebok International Limited, the Reebok Foundation, Inc., Adidas (Canada) Limited and each of their parents, affiliates, officers, directors, agents, partners, suppliers, contractors, sponsors (including the Public Health Agency of Canada) and employees (collectively, the "Releases") from any and all liability to you, your heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including permanent disability, death, damage to property or otherwise (collectively, "Claims") caused or alleged to be caused in whole or in part by the Releases negligence, breach of any duty of care, including any statutory duty, breach of contract, or any other act of the Releases as a result of or in connection with, the program.
5. You agree to hold harmless and to indemnify the Releases from any and all Claims of any third party resulting from your participation in the program.
6. You have adequate insurance to cover any injury or damage you may suffer or sustain while participating in the program. You further certify that you have no medical or physical conditions which could interfere with your safety in this activity and that you are in appropriate and proper physical condition to participate in the activities, which are part of the program.
7. Reebok reserves the right to take photographic or film records of this program, and you agree that Reebok may use any such photographic or film records for promotional and/or commercial purposes as well as approve such use by third parties with whom Reebok may create a joint marketing effort.
8. This Agreement will be binding upon you and your heirs, next of kin, executors, administrators, assigns and representatives and will ensure to the benefit of RCFF, Reebok and the other Releases and their respective heirs, next of kin, executors, administrators, representatives, assigns, affiliates and successors. RCFF is receiving the benefit of this Agreement as agent and trustee on behalf of each of the other Releases and may enforce this Agreement on behalf of those Releases.
9. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario and that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement will remain in full force and effect.
10. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and you hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.
11. You have had sufficient opportunity to read this entire document and to obtain independent legal advice in relation to its contents and effect. You have read and understood this Agreement, and you hereby agree to be bound by its terms.
12. Any dispute under this Agreement will be arbitrated, and the arbitration of any dispute shall be held in Ontario, Canada, conducted under Ontario Laws and in the English language before a single arbitrator, under obligation of strict confidentiality.

YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT BY ACCEPTING THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS WHICH YOU OR YOUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

The BOKS name and logo, training manual, lesson plans, and all other materials provided by

RCFF are the property of RCFF and its licensors. Subject to the terms of this Agreement, RCFF grants to your school a limited license to use the BOKS name, logo, and materials for operating a BOKS before-school physical activity program. RCFF may revoke this permission at any time on written notice, including if your program is not in compliance with its requirements.

You agree that you will not use the BOKS trademarks or materials for any commercial purpose, and you will not share the program materials outside of your school. You may use the BOKS name and logo on promotional materials for your school's program (e.g., a bulletin board or newsletter), but you may NOT use the BOKS name or logo, or any other RCFF or Reebok trademarks, on any products (e.g., t-shirts, water bottles etc.) or for any other reason without our express written permission. RCFF may revoke this permission at any time on written notice.

OTT_LAW\6118396\3