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### Agreement

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Accept as otherwise outlined, UHN retains all right, title and interest in all intellectual property in the Toolkit and Support Materials. You do not acquire any other rights (either explicitly or implicitly) beyond those rights set forth in this Agreement.

## **3. DISCLAIMER.**

(a) Before initiating a Program You agree to fully review the Toolkit and the Support Materials in detail and to ensure that all other individuals involved in delivering the Program (“Administrators”) reviews the Toolkit and Support Materials in detail. You agree to consult a rehabilitation professional as appropriate. You understand and agree that in no event will Toronto Rehabilitation Institute or its parent institution UHN (their contractors, elected and appointed officials, directors, officers, agents, representatives and employees be liable for any claim, demand, action, cause of action, proceeding, cost, expense, judgment, damages, harm (including medical problems, injury and death) or loss (collectively, “Claims”), whether based on breach of contract, tort (including negligence) or otherwise, that participants may suffer as a result of or in connection with Your use of the Toolkit or Support Materials, including without limitation, from any negligence caused by You, Administrators, or any other agents of You in developing and delivering the Program. Where You have downloaded the Toolkit and accessed Support Materials in support of a Centre, You agree as agent of the Centre to indemnify and hold UHN, their contractors, elected and appointed officials, directors, officers, agents, representatives and employees (collectively, the “Indemnified Party”) harmless in respect of any claims, including reasonable legal fees, which may be made or brought against an Indemnified Party or which the Indemnified Party may suffer or incur directly or indirectly as a result of, in respect of or arising out of Licensee or Administrators use of the Licensed Materials and delivery of the Program. You acknowledges and agree that the Toolkit describes a general wellness and recreational program and does not constitute rehabilitation or physical therapy, the practice of rehabilitation medicine or physical therapy or any other health care profession, and is not a substitute for rehabilitation or physical therapy and is not designed to correct a particular impairment or disability or to provide therapeutic or medical advice.

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## **4. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that provision will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this Agreement, and the remainder will continue in full force and effect. The waiver by UHN of any default or breach of this Agreement will not waive any other or subsequent default or breach.

## **5. NO ASSIGNMENT**

You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it without UHN’s prior written consent. Any purported assignment, transfer or delegation will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

## **6. TERM AND TERMINATION**

(a) UHN may terminate this Agreement by giving written notice to You. Written notice will be deemed to have been given by providing notice to the information and address provided upon acceptance of this Agreement by downloading of the Toolkit.

(b) Upon termination of this Agreement, You shall destroy or return all copies of the Toolkit and Support Materials, and provide written confirmation that all copies have been either returned or destroyed.

## **7. GENERAL PROVISIONS**

(a) This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, and Licensee consents to the non-exclusive jurisdiction of the courts of Ontario and all courts competent to hear appeals therefrom.

(b) Unless otherwise superseded in writing, this Agreement constitutes the sole and entire agreement between You and UHN with respect to the subject matter under this Agreement and overrides any previous agreements or understandings between You and UHN regarding the subject matter of this Agreement. Neither the course of conduct between the parties nor trade usage shall act to modify or alter any provisions of this Agreement.

(d) Sections 2 through 5 and 6(b) shall survive termination of this Agreement.