



Silver Vantage Software
Participant Consent and Release Form
(hereinafter referred to as the “Agreement”)

BY AGREEING TO THE TERMS IN THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY.

I, the agreed participant, in consideration of my participation in the Study (as defined below) hereby agree with Silver Vantage Software, including its owners, employees, agents, representatives, volunteers, independent contractors, subcontractors, service providers, successors and assigns (collectively referred to herein as “Silver Vantage Software”), as follows:

Definition:

In this Agreement the term “Study” shall mean the recording of metrics using thermal sensor technology, based on participants repeatedly falling to the ground, in a controlled and intentional manner, and any other activities in connection thereto that are otherwise organized, provided, arranged or conducted by Silver Vantage Software, including without limitation, the collection of personal information detailed in this Agreement, in order to create a publicly available dataset to assist with the research and development of fall detection technology.

Study Description:

I, the agreed participant, hereby acknowledge that I have been provided with a clear description of the Study being conducted by Silver Vantage Software. I understand that the study aims to collect data for thermal fall detection research purposes.

Voluntary Participation:

I understand that my participation in the Study is entirely voluntary, and I have the right to withdraw at any time without penalty or negative consequences.

Express Voluntary Assumption of Risk:

I understand and acknowledge that participating in the Study may involve certain risks, dangers, discomforts, and hazards, including without limitation; physical injury, failing to participate safely or within one's own ability; and NEGLIGENCE ON THE PART OF SILVER VANTAGE SOFTWARE INCLUDING THE FAILURE OF SILVER VANTAGE SOFTWARE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE STUDY. By accepting this Agreement, I am voluntarily accepting the risks identified above and assuming all responsibility for any and all injuries, including death, that I may sustain during, because of, arising out of, in connection with, or in relation to my participation in the Study.

I further understand and acknowledge that as a result of participating in the Study, I may cause injury to others and I may damage property owned by others. By accepting this Agreement, I am voluntarily accepting the risk of causing such injury and/or property damage and assuming all responsibility for any and all injuries and/or property damage and any loss resulting therefrom that I may cause or contribute to during, because of, arising out of, in connection with or in relation to my participation in the Study.

Data Collection and Use:

I understand that during my participation in the Study, my personal information, including but not limited to my name, age, gender, height, and weight, as well as certain metrics related to my movements and falls (collectively the “Data”) will be collected and recorded as part of a larger dataset, which with the exception of my name, will be made publicly available to further the purposes of the Study. I hereby expressly grant permission for Silver Vantage Software to collect, store, analyze, and use my Data for the research and development purposes described in this Agreement. I acknowledge that my Data may be used by Silver Vantage Software for their business activities or shared with other researchers or organizations for academic or commercial purposes. Furthermore, I understand that once my Data is made publicly available, it may be difficult or impossible to ensure the removal of my Data from any copies or instances of the dataset that have already been distributed or downloaded by third parties.

Confidentiality and Anonymity:

With the exception of the Data described above which will be made publicly available, I understand and agree that my personal information collected during the Study will be managed in accordance with the Silver Vantage Software Privacy Policy. Silver Vantage Software will use commercially reasonable efforts to ensure that any of my Data used for research or publication purposes is anonymized to keep my identity confidential.

Intellectual Property:

I understand and agree that all intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the property of Silver Vantage Software. No party shall be deemed to have offered or granted to any other party any rights or licenses under any present or future Intellectual Property disclosed or arising pursuant to this Agreement. Title, copyright, intellectual property rights, and distribution rights of the Intellectual Property remain exclusively with Silver Vantage Software, notwithstanding the termination of my participation in the Study.

Rights and Permissions:

I understand that I have the right to ask questions about the Study, access my own Data, and request the removal or deletion of my Data from the dataset before it is made publicly available. However, I acknowledge that once my Data is released to the public, Silver Vantage Software shall have no liability whatsoever relating to or resulting from the disclosure of my Data.

Financial Compensation:

I acknowledge that I am not eligible to receive any financial compensation or royalties that may arise from the use of this dataset by any business or research institute, other than what is originally offered, such as a one-time \$15 gift card “thank you” for your participation.

Release of Liability:

I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT, I HEREBY WAIVE ANY AND ALL CLAIMS, DEMANDS, AND PROCEEDINGS THAT I HAVE, OR MAY HAVE IN THE FUTURE AGAINST SILVER VANTAGE SOFTWARE, AND DO RELEASE SILVER VANTAGE SOFTWARE FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT I MAY SUFFER RESULTING FROM MY PARTICIPATION IN THE STUDY, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS’ LIABILITY ACT, R.S.O. 1990, C.0.2, AS MAY BE AMENDED FROM TIME TO TIME, AND ALSO INCLUDING THE FAILURE ON THE PART OF SILVER VANTAGE SOFTWARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

Indemnification:

I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT, I AGREE TO HOLD HARMLESS AND INDEMNIFY SILVER VANTAGE SOFTWARE FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY THIRD-PARTY WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE STUDY INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF SILVER VANTAGE SOFTWARE.

General Provisions:

- a) I have had sufficient opportunity to read this entire Agreement and I agree to be bound by its terms. I have read and understand this Agreement and I am aware that by accepting this Agreement, I am waiving certain legal rights which I, or my heirs, next of kin, executors, administrators, assigns and representatives may have against Silver Vantage Software.
- b) If, for any reason, any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.
- c) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- d) Any dispute relating to this Agreement or its subject matter shall be commenced in the Superior Court of Justice in the City of Thunder Bay, in the Province of Ontario.
- e) This Agreement represents the entire agreement between the agreed Participant and Silver Vantage Software with respect to the subject matter hereof and there are no ancillary representations, warranties, covenants, agreements, or provisos.
- f) This Agreement may be executed by electronic means.



By selecting the checkbox beside the field “I agree to the Participant Consent and Release Form” on www.SilverVantageSoftware.com/datasetcollection, this indicates that I have carefully read and understood the contents of this Agreement, and I voluntarily agree to participate in the Study.