

# Campus Chase – Canada 2009

## PARTICIPATION, LIABILITY AND PUBLICITY RELEASE AND WAIVER

### READ CAREFULLY BEFORE SIGNING

I, NAME (Participant 1) of CITY (Participant 1) and NAME (Participant 2) of CITY (Participant 2), agree as follows:

1. I have read, understood and will comply in all respects with the Official Rules of Campus Chase - Canada 2009 (the "**Competition**").
2. I understand that the Competition is an arduous athletic event, and that I must be physically fit, understand my physical limitations, and be sufficiently self-aware in order to compete without injury or illness. I understand that there are no water, food or aid stations on the course.
3. I understand that City Chase Inc., is not responsible should the terms of a particular challenge be offensive to my particular morals, practices or beliefs. I understand that failure to participate in a challenge may result, in the sole discretion of City Chase Inc., in my or my team's disqualification from the Competition, or being required to complete an alternate challenge.
4. I acknowledge that during the Competition, I must obey all applicable laws and regulations, and the directions of Competition Officials and of local authorities.
5. I understand that there is no set course for the Competition, and that any street on the Competition may be open to regular vehicular traffic.
6. I am a legal resident of Canada over the age of majority in my jurisdiction of residence, and I understand that either I or my teammate must provide proof of citizenship in the form of a valid passport or similar government-issued documentation in order to participate in the Competition. I understand that I may participate, but will not be eligible to win if I am not a legal resident of Canada; if I am an employee of City Chase Inc.; if I am an employee of any affiliated or related companies, any partner or sponsoring organization or any suppliers of materials and services related to this Competition, deemed to have confidential knowledge concerning the competition, or an immediate family member or member of the household of such employees or individuals.
7. I understand that the Competition Officials reserve the right to disqualify a team, or to cancel, suspend, amend or terminate the Competition at any time, at their sole and absolute discretion, if any factor interferes with the ability of the participants to safely complete the Competition as contemplated by these Official Rules. I understand that, in the event that I am disqualified or am otherwise unable to complete the Competition, I will not be entitled to a refund of my entry fee.
8. In consideration of being permitted to participate in the Competition, intending to be legally bound, I do hereby, for myself, and my heirs, executors, and administrators:
  - (a) waive, release and forever discharge any and all rights or claims for damages which may have or which hereafter accrue to me against any all persons, organizations, and legal entities affiliated with the Competition, including the employees, shareholders, officers and directors of City Chase Inc. ("**Producer**"), InField Marketing Group, City Chase Inc., individually, and as a whole, together with their representatives, officers, agents, employees, successors, assigns, and sponsors, for any and all damages which may be sustained or suffered by me in conjunction with my entry in, and/or arising out of my travel to, participation in, or returning from the Competition;
  - (b) agree that Producer may film, record and use all aspects of my participation in the Competition, including my voice, actions, likeness, name, appearance, biographical material, and any information contained in my application to be a contestant in the Program or in any materials submitted by me in connection with my application in any and all media now known or hereafter devised, worldwide in perpetuity (collectively, my "**Performance**") for possible use in the reality-based television series currently entitled "City Chase" (the "**Program**") in any and all media now known or hereafter devised worldwide, which include but is not necessarily limited to the following: (a) any interviews with Producer or its employees, agents, contractors, licensees or assigns; (b) any photo shoots; (c) any behind-the-scenes or candid incidents where I am intentionally or incidentally filmed and recorded; (d) any discussions with other participants or any other parties; (e) any discussions by any parties regarding my Performance, whether such discussions are made in my presence or not and whether such discussions reflect positively or negatively on me or my Performance; (f) any material or information that I have provided in the course of my Performance; and (g) any other incident related to my Performance or the Program;
  - (c) agree that Producer will exclusively own all right, title, and interest (including, without limitation, all worldwide copyright) in and to the video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with the Program (the "**Materials**") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials in any and all media now known or hereafter devised worldwide, in perpetuity.
  - (d) agree that the Producer may use my Performance and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I unconditionally and forever release the Producer and its officers, shareholders, directors, successors, assigns, licensees and agents from any and all liability arising out of its use of my Performance, the Materials or any part thereof. I agree not to make any claim against any of the foregoing parties as a result of the use of my Performance and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity).

- (e) agree that the Producer may in its sole discretion edit, adapt, alter, dub or otherwise add to my Performance, the Materials or any portion thereof. I further waive all moral rights that I may have in the Performance in favour of the Producer and its successors, licensees and assigns;
  - (f) acknowledge and agree that all intellectual property rights, including but not limited to worldwide copyright, in my Performance, the Materials and the Program throughout the world and media, whether now known or hereafter created, shall be the sole and exclusive property of the Producer for the full period of the copyright therein including any extensions or renewals. For greater certainty, I hereby irrevocably assign, in perpetuity, all of my right, title and interest, if any, in my Performance, the Materials and the Program to the Producer;
  - (g) agree that the Producer shall not be obliged to use my Performance, the Materials, or any portion thereof, in the Program or anywhere else or provide a credit to me in the Program or elsewhere or to pay me any fee, royalty, residual or other consideration for the use of my Performance and/or the Materials as described in this Agreement.
  - (h) ASSUME FULL RESPONSIBILITY AND ALL LIABILITY for my actions or omissions, and any loss, injury or damage to any persons or property which results from my actions or omissions, whether negligent or otherwise, in connection with my participation in the Competition or the Program.
  - (i) ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the COMPETITION whether caused by the NEGLIGENCE OF PRODUCER or otherwise.
  - (j) Acknowledge that THE ACTIVITIES OF THE COMPETITION MAY BE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage, and that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE PRODUCER.
9. I accept full responsibility for any item or device loaned to me or my team for the purposes of the Competition, and commit to return same in working order.
  10. Any and all references in this Participant Release and Waive to "Producer" shall be deemed to include any and all of Producer's affiliates, subsidiaries, related entities, licensees, employees, successors, agents and assigns.
  11. I agree that my sole remedy for a breach by the Producer of this Agreement shall be an action at law for damages. In no event shall I seek or be entitled to rescind or terminate this Agreement, injunctive or other equitable relief or be entitled to restrain or enjoin the development, production or exploitation of the Program anywhere in the world.
  12. If any provision of this Agreement is void or unenforceable in any jurisdiction, it is severed, to the extent of such invalidity or unenforceability only in respect of that jurisdiction. The remainder of this Agreement has full force and effect and the validity and enforceability of that provision in any other jurisdiction is not affected. This is the entire agreement between me and the Producer and this Agreement may not be modified or changed unless both parties agree to the contrary in an agreement signed by both parties. Section numbers and headings used in this Agreement are for convenience only and shall affect the interpretation or construction of this Agreement. The preamble to this Agreement shall form part of this Agreement and be deemed incorporated by this reference.
  13. The terms of the Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws and it is agreed that I will submit to the exclusive jurisdiction of the courts of the Province of Ontario.
  14. I acknowledge that this Participation Release and Waiver, when completed, must be submitted prior to my participation in the Competition.

I HAVE READ THIS PARTICIPATION, LIABILITY AND PUBLICITY RELEASE AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS, OR ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Name of Participant #1: \_\_\_\_\_

Name of Participant #2: \_\_\_\_\_

Signature of Participant #1: \_\_\_\_\_

Signature of Participant #2: \_\_\_\_\_

Witness Name/Phone: \_\_\_\_\_

Witness Name/Phone: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_