

UNITED WAY AND CN TOWER PARTICIPANT RELEASE

Enbridge CN Tower Climb

Waiver of liability

The United Way of Greater Toronto (the "United Way") has organized and will run **The Enbridge CN Tower Climb** for United Way (the "Event") on **Thursday, October 21, 2010, Saturday, October 23, 2010 and Sunday, October 24, 2010**. The Event involves participants climbing the stairs of the CN Tower. **I know that the Event involves physical activity and I voluntarily assume the risk of participating in the Event.** In return for my being permitted to participate in the Event, I agree to the terms of this release and waiver of liability (the "Release"). **I agree to this Release** on behalf of myself, my heirs, executors, administrators, successors, and assigns (the "Releasers"). According to the terms below, the Releasers release all of the following parties, which together are referred to as the "Released Parties":

- (a) United Way and its officers, employees, servants, directors, members, volunteers, insurers, and Board of Trustees;
- (b) United Way's agents, sponsors, and organizers for this event including Enbridge Gas Distributing, CN Tower, Metro Toronto Convention Centre, City of Toronto, Toronto Police Services, Maximum Arrest Force, STMC Ltd, and for this Event and their officers, employees, servants, directors, members, volunteers, and insurers; and
- (c) any other person or organization assisting in the Event.

I agree that the Releasers will make no demand or claim against the Released Parties for death, injury, damages, or loss ("Damage") related in any way to the Event that I suffer before, during, or after the Event, whether as a spectator or participant in the Event and no matter how the Damage occurs or who causes the Damage. I also agree that this Release will be effective even if one or more of the Released Parties causes or contributes to the Damage by fault or negligence.

I agree that the Releasers will make no demand or claim against any other person who could claim against the Released Parties for the matters this Release covers. I also agree that the Releasers will indemnify the Released Parties against any claims, demands, or costs connected with any Damage others or I suffer arising from my participation in the Event, even if one or more of the Released Parties causes or contributes to the damage by fault or negligence.

I understand that the party receiving this release receives it on behalf of every Released Party and that the United Way's permission for me to participate in the Event is given by each Released Party in return for this Release.

Photo, video, audio, film, interview release

I give the United Way permission to take and publish photographs, videotapes, audiotapes, films, and interviews of me and / or the child / children named below for current and future use in United Way materials, including marketing and promotional materials and the United Way's official website. The photographs (including negatives), tapes and other materials will belong only to the United Way. Only United Way and persons it has authorized may reproduce the materials without compensating me, the child / children named below, or any of the other Releasers.

RELEASE AND INDEMNITY FOR CN TOWER The Enbridge CN Tower Climb for United Way

The undersigned, in consideration of being permitted to participate in **The Enbridge CN Tower Climb for United Way**, and in connection therewith being permitted to enter upon the lands and premises surrounding the CN Tower and entering the CN Tower, in the City of Toronto **on October 21, October 23 and October 24, 2010;** (a) do hereby unconditionally remise, release and forever discharge Canada Lands Company (CLC) Limited, the CN Tower, the City of Toronto, STMC Ltd. and Maximum Arrest Force Inc. Ltd, (collectively the "Entities") and their officers, employees, servants and agents (collectively the "Representatives"), and each of them from and against any and all losses, claims, actions, damages, costs, liabilities, expenses and demands whatsoever (collectively the "Claims") for death, personal injury, damage or loss to property and any and all other loss or injury, including, without limitation, economic loss or consequential damages (collectively "Damages"), suffered by the undersigned arising howsoever from or out of my participation in this event, entering into the CN Tower or upon its surrounding lands and premises, whether occasioned, wholly or in part, by any act or omission, whether negligent or otherwise, including without limitation, gross negligence, on the part of any one or more of the Entities or Representatives; and (b) shall indemnify and save harmless the Entities and the Representatives and each of them from and against any and all Claims for any and all Damages suffered by the undersigned and/or any other person or persons arising howsoever from or out of my participation in this event, entering into the CN Tower or upon its surrounding lands and premises, whether occasioned, wholly or in part, by any act or omission whether negligent or otherwise, including without limitation, gross negligence, on the part of any one or more of the Entities or Representatives.

The undersigned acknowledges and agrees that this Release and Indemnity shall be binding on the undersigned and my heirs, executors, administrators, successors and assigns and shall ensure to the benefit of the Entities and the Representatives and their respective heirs, executors, administrators, successors and assigns.

It is UNDERSTOOD that the party receiving this Release and Indemnity does so on behalf of each and every person and class of persons so released and indemnifies and that the said permission is given or shall be deemed to have been given by each such person and class of persons as consideration for my release.

I have read (have had read to me) this Release and Indemnity, fully understand its terms and agree therewith.

Important Note: Please take caution if you have any heart or lung conditions or any significant medical condition that requires prescription medication, or if you do not exercise regularly (3 times a week).