

FORM B

Release and Indemnity (Waiver)

**TO: THE TORONTO INTERNATIONAL DRAGON BOAT RACE FESTIVAL,
THE TORONTO CHINESE BUSINESS ASSOCIATION,
THE CITY OF TORONTO,
THE GREAT WHITE NORTH COMMUNICATIONS INC., and
Their respective affiliates, officers, directors, members, trustees, agents, representatives, sponsors, licensors, independent contractors,
servants and employees (collectively referred to as the "Indemnitees")**

In consideration of the permission to participate in the races organized by the Toronto Chinese Business Association ("TCBA") and Toronto International Dragon Boat Race Festival ("TIDBRF") under the name of the Toronto International Dragon Boat Race Festival, and to enter into or upon the premises, waterways and grounds supervised or in any way occupied or controlled by the Indemnitees or any one or more of them, and for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, and each of us, of the _____ (Team Name),

Team of _____ (Organization), for ourselves, our respective heirs, trustees, executors, administrators, successors and assigns do hereby release and forever discharge the Indemnitees and any one or more of them from all liabilities, claims, demands, damages, actions, causes of action, suits, injuries, death, losses, costs and expenses, howsoever arising, of whatsoever nature, whether in contract or in tort or as a result of a fiduciary duty or by virtue of any statute which each of us or our respective heirs, trustees, executors, administrators, successors and assigns can, shall or may have arising out of or in consequence of our participation in the races, notwithstanding any such damages, losses, injuries or death may have arisen by reason of the negligence of the Indemnitees and any one or more of them. Without limiting the generality of the foregoing, we further release any recourse which each of us may now or hereafter have resulting from any decision of the Indemnitees and any one or more of them.

And in consideration of the permission to participate in the said races and to enter into or upon the said premises, waterways and grounds, and for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, and each of us for ourselves, our respective heirs, trustees, executors, administrators, successors and assigns further unconditionally agree to indemnify and forever save harmless the Indemnitees, jointly and severally, from and against any and all liabilities, claims, demands, damages, actions, causes of action, suits, injuries, death, losses, costs and expenses (including but not limited to legal fees and disbursements as between a solicitor and his own client) whatsoever which may be brought or made against, suffered or incurred by the Indemnitees and any one or more of them, arising out of or in consequence of, directly or indirectly, or in any way relating to our attendance or participation in the races, in or upon the premises, waterways or grounds supervised or in any way occupied or controlled by the Indemnitees and any one or more of them or en route or travelling to or from such premises, waterways or grounds, whether such damages, losses, injuries or death may have arisen by reason of the negligence of the Indemnitees and any one or more of them.

This Release and Indemnity shall be binding upon each of us and our respective heirs, trustees, executors, administrators, successors and assigns, and shall ensure to the benefit of each of the Indemnitees and their respective heirs, trustees, executors, administrators, successors and assigns.

Each of us and our respective next-of-kin are fully and duly aware of the risks and hazards inherent in the sport of paddling and upon entering the premises used for the purpose of launching, docking and storing equipment used in the sport of paddling, and in participating in the Toronto International Dragon Boat Race Festival held at said premises and each of us and our respective next-of-kin are fully and duly aware that participation could in some circumstances encounter risks and hazards due to natural or other causes, notwithstanding the above, each of us hereby voluntarily assume all loss, damage, injury or death to our respective person or property incurred while in or upon said premises or participating in said event.

In signing this Release and Indemnity, each of us hereby acknowledge and represent that each of us has read, fully understand and agree to this Release and Indemnity, that we are either 18 years of age or older and of sound mind, or will be 15, 16, 17 or 18 years of age prior to December 31st of this year and have co-signed with a parent or guardian, as the case may be. We further state that each of us is in proper physical condition to participate in said event. We also give our permission for the free use of our names and pictures in broadcast, telecast or written account of this event.

**THIS RELEASE AND INDEMNITY AND TEAM ROSTER (WAIVER) MUST BE
COMPLETED IN FULL, SIGNED AND DATED BY THE TEAM CAPTAIN/MANAGER
AND RETURNED PRIOR TO PARTICIPATION IN DRAGON BOAT ACTIVITIES**

Team Captain or Manager's Name

Signature

Date

Please return completed forms to:

**Toronto International Dragon Boat Race Festival, Attn: Registrar
1220 Ellesmere Rd, Unit 13, Toronto, ON, M1P 2X5
Fax: (416) 595-7334 ~ Email: race@dragonboats.com**

