

DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ IT CAREFULLY AND FULLY UNDERSTAND IT

CBC "DRAGONS' DEN"

CONSENT & RELEASE

For the purpose of this Agreement, "Business Proposal" means, as applicable, any and all information, data, methods, ideas, presentations, and strategies, whether copyrighted, trademarked, or not, relating to the business idea proposed, including but not limited to the business plans, the products and/or services the business provides, the prototype and the models.

I understand that I am being considered as a contestant for the television series entitled "DRAGONS' DEN" (the "Program") to be produced and broadcasted by the Canadian Broadcasting Corporation (the "Producer"). By signing this Consent and Release (the "Agreement"), I represent that I have read, understood and voluntarily agree to abide by its terms and conditions. Producer requires me to enter into this Agreement in order to be considered as a contestant on the Program, and I deem it to be in my best interest to enter into this Agreement. I acknowledge that by signing this Agreement, I will be giving up certain legal rights I may have against Producer, sponsors of the Program and others.

In consideration of being considered for and possibly selected to participate in the Program (notwithstanding whether or not I am selected as a contestant for the Program) and for other good and valuable consideration which I have received, I hereby represent and warrant that the following statements are true and correct and that I irrevocably agree to the terms and conditions contained herein:

1. I have answered the questions in the foregoing Participant Application and the Business Proposal OR Business Submission Form(s) relating to me and the Business Proposal truthfully, accurately and completely and will immediately inform Producer if any information I have provided changes, is discovered by me to be false, inaccurate or incomplete or becomes false or incomplete. If any of the information I have provided is found and/or determined by Producer in its sole discretion to be false, incomplete, inaccurate or otherwise misleading, Producer reserves the right to immediately dismiss and disqualify me from the participant selection process and/or from the Program, if selected.
2. I understand that Producer has no obligation to interview me, to consider the Business Proposal, and/or to select me as a participant and even if I am selected as a participant, Producer has no obligation to produce the Program or exhibit it, even if it is produced. All decisions of Producer concerning selection of participants and Business Proposals are final and not subject to challenge or appeal. Producer has no obligation to return any materials submitted by me as part of the participant selection process whether or not I am selected as a participant.
3. I understand that the principal purpose of the Program is to produce a television program in which the participants try to convince one or more third party investors (the "Dragons") to invest a specific amount of money in the Business Proposal on terms and conditions to be negotiated with such Dragons. I acknowledge and confirm that Producer does not guarantee that any transaction will be concluded with the Dragons, that the Dragons are free to negotiate the terms and conditions of their investment in the Business Proposal, if any, at their discretion, and that Producer will in no event be held liable for the acts or omissions of the Dragons.
4. I understand that any agreement with the Dragons is not guaranteed by the Producer, and may then be subject to further negotiations between the participants and the Dragons. I understand that the Producer does not represent the Dragons and that none of the Dragons represents the Producer or is authorized to incur any obligation on behalf of the Producer.
5. I hereby irrevocably consent to Producer's filming, taping and/or recording of me, with or without my knowledge, for use in connection with the production and exploitation of the Program. I hereby grant to Producer, its assignees, licensees, agents and affiliates, the right in any and all media now known or

hereafter devised throughout the universe in perpetuity to use and reuse my appearance and the Business Proposal during all phases of production of the Program (including but not limited to the interview and audition process), including but not limited to, the right to use my name, voice, likeness, biographical information and the Business Proposal, in any manner, whatsoever at Producer's sole discretion and as Producer sees fit. I understand and agree that the telecast or other exploitation of the Program episode(s) in which I appear, if any, and any exploitation of my appearance, name, likeness, voice, conversation, sounds, biographical information and Business Proposal, as the same may be edited, cut, altered, rearranged, adapted, dubbed or otherwise revised, if applicable by Producer, will not entitle me to receive any wages, benefits, fees, compensation or other consideration whatsoever.

6. I agree to follow all of Producer's rules, directions and instructions in all matters relating to the Program, which rules are subject to change at Producer's sole discretion. I will accept any and all decisions of Producer and/or Dragons (including but not limited to decisions concerning the audition process, interpretation of rules, eliminations and advancements in the competition, and all decisions relating to the Program) as final and acknowledge that the interests of the Program shall override those of any participant.
7. I agree that my selection as a participant is within Producer's sole discretion and that Producer is not obligated to select me. If I am selected, I agree that Producer is not obligated to have me appear on, or to broadcast my appearance on, the Program and may disqualify me at any time in its sole discretion. In addition, if I am disqualified from the Program or the audition process for the Program, Producer may make any explanation or announcement, on-air or otherwise, that Producer may choose as to the reason why I was disqualified.
8. I acknowledge and agree that Producer may, at any time and in its sole discretion, add, remove or replace participants for any reason or for no reason whatsoever.
9. I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavourable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Program may be disparaging, defamatory, embarrassing or of an otherwise unfavourable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer shall have the right to (a) include any or all such information and any or all such appearances, depictions or portrayals in the Program as edited by Producer in its sole discretion, and (b) to broadcast and otherwise exploit the Program containing any or all such information and any or all such appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.
10. I understand and acknowledge that I may need to undergo investigations into my background, which may include reviews of civil and criminal records, financial, credit and employment history, and any other type of background or psychological checks deemed necessary by Producer, and I agree to sign all necessary consents or other documents in connection therewith.
11. I am not, nor is any immediate family member (including unrelated persons living in the same household) an employee, shareholder, officer, director, agent or representative of Producer, the Dragons or any company owned by any of the judges, known sponsors of the Program, any station initially airing the Program, and/or their respective parent, subsidiary(ies), or affiliated companies, licensees, partners and assigns. To the best of my knowledge, I do not know anyone who is now, or has been in the past two (2) years, an employee, agent or representative of Producer, the Dragons or any company owned by any of the Dragons, known sponsors of the Program, any station initially airing the Program, and/or their respective parent, subsidiary(ies), or affiliated companies, licensees, partners and assigns. If the foregoing is not true, please explain (*use back of this page if necessary*):

12. I am not currently a member of any performing arts union or guild. If I am, or have ever been, a member of any performing arts union or guild, I agree that my participation as a participant on the Program or in the audition process therefore, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle me to any wages or salary or other similar compensation. List below any performing arts union and/or guild memberships.

Performing Arts Union/Guild	Date of Membership

13. I do not currently have any outstanding warrants (e.g., traffic tickets, arrests, etc.) or restraining orders against me, nor have I been reported to any law enforcement agency as a missing person or a runaway. I have never been arrested or convicted of a criminal offence, except as follows [please list dates and locations of arrest and/or conviction, outcome of charges (including, if applicable, sentencing) and a brief description of the alleged offence(s)] *(use back of this page if necessary)*:

14. I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company with respect to my appearance on or in connection with the Program, if any, without Producer's prior approval.

15. I represent and warrant, that to the best of my knowledge, I am the sole author of and rights holder in the Business Proposal.

16. I confirm and agree that my submission of the Business Proposal to Producer is the result of my own initiative and is not in confidence, and that no confidential or fiduciary relationship exists or is to be implied between Producer and me, whether by reason of this Agreement, my submission of the Business Proposal to Producer or otherwise.

17. With respect to the Business Proposal, I represent and warrant the following:

- (a) I have the exclusive and unconditional right and authority to enter into this Agreement and to submit the Business Proposal to Producer in connection with the Program;
- (b) that no person or company has any rights or interests in the Business Proposal;
- (c) that the rights to the Business Proposal are free and clear of any liens, claims or encumbrances;
- (d) that there has not been and currently is no claim, action, suit or proceeding relating to the Business Proposal or the intellectual property rights in the Business Proposal;
- (e) that I have no reason to believe that any intellectual property rights I have in the Business Proposal are invalid or unenforceable for any reason;
- (f) that I hereby bind myself and all others claiming under or through me to adhere fully to the terms and conditions of this Agreement.

18. I acknowledge and agree that, except as expressly stated in this Agreement, there is no agreement between Producer and myself, or any of the Dragons and myself, express or implied, relating to the Business Proposal, my submission of the Business Proposal to Producer and/or Producer's acceptance of the submission or the Business Proposal, and no promises or representations have been made to me to induce me to enter into this Agreement and/or to submit the Business Proposal.
19. I request that the Producer examine and consider my Business Proposal in connection with my participation to the Program, and agree that the Producers acceptance of my application for examination and consideration will not in any way guarantee the utilisation of my Business Proposal for the Program, and that if it is used for the Program, it will not guarantee a participation in the Program, or a deal with the Dragons, and will not obligate Producer to compensate me in any way, and that I have no expectation of receiving any compensation.
20. I acknowledge that the Business Proposal will be reviewed under guidelines set at Producer's discretion and that I will be notified if there is interest in the Business Proposal. If there is no interest in using the Business Proposal in connection with the Program, Producer is not obligated to offer an explanation and has no further obligation to me whatsoever.
21. I acknowledge and agree that it is my own responsibility to ensure that all of my rights in the Business Proposal and otherwise have been properly secured and will not be prejudiced through my participation in the Program, and that any disclosures made by me relating to myself or the Business Proposal will comply with all applicable legislation, including any securities law.
22. I acknowledge and agree that, by showing up to the audition, the Business Proposal, including the design, use and operation thereof, may be publicly shown and described in detail on national television. Such disclosure may adversely affect my interests in the Business Proposal, including, without limitation, the ability to prevent against theft of the Business Proposal, and the protection of the Business Proposal through the acquisition of Canadian and foreign intellectual property rights, such as patents, trademarks and/or copyrights.
23. I represent, warrant and agree that in no event shall I assert against Producer, the Dragons, licensees, sponsors, assigns, officers, agents or employees (the "Released Parties") any claim or action based on plagiarism, idea theft, infringement of intellectual property, confidential relationship, implied contract, unfair competition or any other theory arising out of Producer's or the Dragons' examination of the Business Proposal or any alleged use or exploitation by Producer of the Business Proposal or any elements of the Business Proposal. I agree to impose the provisions of this paragraph on any third party to whom I may assign the Business Proposal.
24. I acknowledge that Producer, the Dragons, and each of their respective parents, subsidiaries or affiliated entities and their respective employees, agents, representatives, officers, directors, are not providing legal, business, product design, accounting, marketing or any other professional services or advice to me, and that I am solely responsible for seeking my own legal counsel and other advisors to ensure that my rights and obligations are protected and discharged.
25. I acknowledge, agree and understand that, separate and apart from the Program, the Producer, the Dragons and other participants are currently in the process of designing new products, developing new business plans and methods for conducting business, etc., and I agree that I will not at any time seek legal remedies against any of the above mentioned entities for their development, acquisition, manufacture or distribution of any product/service/method similar or identical to that of the Business Proposal. I agree to impose the provisions of this paragraph on any third party to whom I may assign the Business Proposal.
26. If I display or perform in the Program any photographs, published works, and/or other artistic materials, including but not limited to, songs which are not registered with a performance rights society, then I will have obtained all of the rights, clearances and releases necessary for Producer to exploit said materials on or in connection with the Program and the exploitation thereof and that all such photographs,

published works and/or other artistic materials shall meet nationwide public standards of decency and shall not be deemed inappropriate by a reasonable person. I hereby agree to defend, indemnify and hold harmless Producer as to the provisions of this paragraph.

27. I hereby irrevocably agree that I will not sue or claim against any of the other participants in the Program or the Released Parties for any damage, loss or harm to me or my property howsoever caused, resulting or arising out of or in connection with any defect in and/or failure of equipment, warnings or instructions, or my preparation for, participation and appearance in or elimination from the Program or activities associated with the Program. I acknowledge that there is a possibility that after my execution of this Consent and Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Consent and Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Consent and Release. I acknowledge and agree that by reason of this Consent and Release, and the release contained in the preceding paragraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.
28. I agree to indemnify the Released Parties and to hold the Released Parties harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation on the Program and the audition process therefore.
29. No breach of this Agreement shall entitle me to terminate or rescind the rights granted to Producer herein. I hereby waive the right, in the event of any such breach by Producer, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the granted rights, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach.
30. Any and all information disclosed to or obtained by me concerning or relating to the Program, the participants, the Business Proposals, the events contained in the Program, the outcome of the Program or any part thereof, Producer, the Dragons and the terms and conditions of this Consent and Release shall be strictly CONFIDENTIAL for a period of four (4) years following the execution hereof. I agree that I will NOT disclose to any third party any information which I have had or will have access to concerning the Program, the other participants, friends or families, Producer, the Dragons, or the Producer's programming or other services, or the terms and conditions of this Consent and Release, except as required to fulfill my obligations hereunder, as expressly authorized by Producer in writing, or as required by law. I also agree that I will not disclose any such information to any participant, individual or entity including, without limitation, any members of the press. I further agree not to make disparaging remarks about the Program or any elements thereof, including but not limited to any third party Business Proposal. I acknowledge that any disclosure of such information will constitute a material breach of this Consent and Release and will cause Producer substantial and irreparable injury and will cause substantial damages, entitling Producer to, among other things: injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me.
31. I affirm that neither I, nor anyone acting for me gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with Producer. I understand that Producer's policy prohibits such payments, and I further understand that it is a criminal offence, unless disclosed to Producer prior to broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it is a criminal offence to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to Producer prior to broadcast. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.
32. I agree that this Consent and Release shall be governed by the laws of Ontario for contracts entered into and wholly performed therein and the venue for any disputes shall be the provincial and federal courts located in District of Toronto, Ontario.
33. I have been given ample opportunity to read, and I have carefully read, this entire Agreement. In addition, I have been given the opportunity to, and am hereby advised to, have this Agreement reviewed

by legal counsel of my choice. I certify that I have made an investigation of the facts relevant to this Agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this Agreement, that I am of sound mind, and that I intend and agree to be legally bound by this Agreement. Each statement, which I have made in this Agreement, is true. The name given below is my legal name. After I (and my parent or legal guardian, if applicable) have signed this Agreement where indicated below, the foregoing shall constitute a binding and enforceable agreement between myself (us) and Producer.

I AGREE TO THE CONDITIONS SET OUT ABOVE AND THAT ALL THE INFORMATION GIVEN IN THIS FORM MAY BE USED IN THE PROGRAM AT THE PRODUCER'S SOLE DISCRETION.

SIGNED: _____ DATE: _____

PRINT NAME: _____ EMAIL: _____

ADDRESS: _____ TELEPHONE: _____

DATE OF BIRTH: _____

WITNESS:

SIGNED: _____

PRINT NAME: _____

ADDRESS: _____
