

## 2016 WALK FOR THE CURE - RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT ("Agreement")

IN CONSIDERATION of CIBC FirstCaribbean accepting the Form and consenting to Participant's participation in the Walk in a Territory, the undersigned, for and on behalf of the Releasers:

(1) AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS, DEFEND AND TO NOT MAKE ANY CLAIM AGAINST OR SUE Releasees in respect of any and all causes of action, actions, suits, claims and demands ("**Claims**") for damages, losses, liability, indemnity, expenses, interest, fees and costs, including legal fees and disbursements, whether at law or in equity or under any statute, ("**Losses**"), in respect of death, sickness, disease or injury of any kind ("**Injury**"), loss, damage or destruction of any tangible, real, personal or intangible property, including, without limitation, any personal property ("**Property**"), howsoever occurring or caused, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with Participant's participation in or attendance at the Walk, whether such Losses (i) occur prior to, during or subsequent to the Walk, or (ii) are caused by, contributed to or occasioned by the negligence or criminal, fraudulent or other wilful misconduct (collectively "Misconduct") on the part of any Releasee.

(2) ACKNOWLEDGES AND AGREES: (i) Participant participates at Participant's own risk and ACCEPTS AND ASSUMES FULL RESPONSIBILITY for any and all risks of Injury or loss, damage or destruction of Property caused to Participant, Releasees or third parties, whether caused by, contributed to or occasioned by the negligence or Misconduct on the part of any Releasee or otherwise; and (ii) at all times prior to, during and subsequent to the Walk, Participant is solely responsible for securing personal safety and safety of personal property; (iii) Releasees are not liable for any loss, damage or destruction of Property whether through theft, vandalism or otherwise; (iv) this Agreement shall be construed in accordance with and governed by the laws of the Territory in which Participant participates in the Walk and if any clause is found by a court of competent authority in that Territory to be void or unenforceable, the clause will be severed without affecting the validity or enforceability of any other provisions hereof; and (v) upon presentation of the Form to a representative of CIBC FirstCaribbean, the terms of this Agreement are fully understood and the Agreement has been signed freely and voluntarily.

(3) REPRESENTS AND WARRANTS to be in good health and not to have any known ailments or conditions (whether physical, mental or otherwise) that would impair Participant's ability to participate in the Walk, and CONFIRMS that, if under care of a physician, the physician has been consulted and has approved Participant's participation; and hereby AUTHORISES any licensed physician, emergency medical technician, hospital or other medical or health care facility personnel to treat Participant for the purpose of attempting to relieve any Injury resulting from, arising out of or connected directly or indirectly with Participant's participation in or attendance at the Walk. The undersigned acknowledges: (i) there is a possibility of complications and unforeseen consequences in any treatment and assumes any such risk; and (ii) no warranty is being made by CIBC FirstCaribbean as to the results of any treatment.

(4) CONSENTS to: (i) collection, use and sharing of personal information provided in the Form, including, without limitation, name, address, telephone numbers and email addresses by any Releasee with any other Releasees or any third parties offering services to Releasees in relation to the Walk including, without limitation, the Charities and Sponsors; and (ii) publication and use of Participant's name, photograph, image, video image(s)/actions and/or other likeness in Promotional Materials without compensation to Participant; and RELEASES Releasees from any and all Claims for Losses, howsoever occurring from the use of Participant's name, photograph, image, video image(s)/actions and/or other likeness in Promotional Materials.

(5) AGREES that if the Walk is delayed or cancelled for any reason any entry or registration fee or any other costs/expenses incurred by or on behalf of Participant in connection with the Walk will not be refunded or re-imbursed.

### Definitions

"**Affiliate**" means any present or future entity which, directly or indirectly, or through one or more intermediaries, Controls, is Controlled by or is under common Control of or with CIBC FirstCaribbean. "**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies, whether through the ownership of securities, by contract or otherwise.

"**Charities**" means the charities which receive the proceeds of the Walk.

"**CIBC FirstCaribbean**" means FirstCaribbean International ComTrust Foundation and FirstCaribbean International Bank Limited, its parents, including, without limitation, Canadian Imperial Bank of Commerce, and its Affiliates, including, without limitation, FirstCaribbean International Bank (Bahamas) Limited, FirstCaribbean International Bank (Barbados) Limited, FirstCaribbean International Trust and Merchant Bank (Barbados) Limited, FirstCaribbean International Bank (Curacao) N.V., FirstCaribbean International Bank (Trinidad & Tobago) Limited, FirstCaribbean International Bank (Cayman) Limited, FirstCaribbean International Bank (Jamaica) Limited, FirstCaribbean International Wealth Management Bank (Barbados) Limited, CIBC Bank and Trust Company (Cayman) Limited and CIBC Trust Company (Bahamas) Limited and, including, without limitation, the successors or assignees of any of the foregoing.

"**Form**" means the completed application form submitted to a CIBC FirstCaribbean representative or designate on or before the day of the Walk requesting CIBC FirstCaribbean's permission for Participant's participation in the Walk in a Territory. A Form for a Minor shall be signed by his or her parent or guardian (the "**Parent or Guardian**").

"**Minor**" means an individual who wishes to participate in the Walk in a Territory who is, pursuant to that Territory's laws, under the age of majority.

"**Participant**" means the individual named in the Form who has sought CIBC FirstCaribbean's permission to participate in the Walk. "Participant" includes a Minor. If Participant is a Minor the undersigned represents and warrants the undersigned has capacity and authority to act on behalf of the Minor.

**“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or governmental or regulatory authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

**“Promotional Materials”** means any publications or advertising, in any form or media, including, without limitation, printed and electronic materials, the internet social media and radio and television broadcasts regarding the Walk, subsequent Walks for the Cure or any successor or similar events.

**“Releasees”** means CIBC FirstCaribbean, each of the Charities, each of the Sponsors, and all other supporting bodies, associations, and sanctioning bodies, and each of their respective past, present and future Affiliates, divisions, controlling persons, suppliers, distributors, contractors, agents, professional advisors and insurers, and each of their respective past, present and future representatives, officers, directors, employees, shareholders, and all their predecessors, successors, assigns, heirs, executors, administrators or personal representatives, any Person claiming through any of the foregoing.

**“Releasers”** means Participant and if Participant is a Minor, the Parent or Guardian and the Minor's and Parent's or Guardian's successors, assigns, heirs, next of kin, dependents, spouse, executors, administrators or personal representatives, and any Person claiming through any of the foregoing.

**“Sponsors”** means sponsors of the Walk determined by CIBC FirstCaribbean in its sole discretion.

**“Territory”** means any one of the islands of Anguilla, Aruba, Antigua and Barbuda, Bahamas, Barbados, British Virgin, Cayman, Curacao, Dominica, Grenada, Jamaica, St. Kitts & Nevis, St. Lucia, St. Maarten, St. Vincent and the Grenadines, Trinidad and Tobago and Turks & Caicos.

**“Walk”** means the 2016 Walk For The Cure hosted by CIBC FirstCaribbean, including, without limitation, all events associated with the 2016 Walk For The Cure.