



**CAN-AM ATV RIDE SAYS IT ALL TOUR  
OFATV RIDE IN SUPPORT OF THE HOLMES FOUNDATION  
WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province / State: \_\_\_\_\_

Postal / Zip Code: \_\_\_\_\_

Phone number: \_\_\_\_\_ E-mail: \_\_\_\_\_

What is the brand of the last ATV you owned?

- Suzuki                       Yamaha       Honda                       Kawasaki  
 Polaris                       Arctic Cat     Can-Am                       Bombardier ATV

Others: \_\_\_\_\_

I don't own an ATV

What is the model year of the last ATV owned?

Which of the following types of ATVs do you currently own?

- Utility (Racks and 5-speed transmission)  
 Rec-Utility (Racks and Automatic transmission)  
 Rec-Sports (No racks, Automatic transmission; may have 4x4)  
 Sport ATV

When do you plan to buy your next ATV?

- Within one year                       Within 2-3 years  
 In 4 years or more                       I don't plan to buy one

Would you like us to help you plan your next visit to a dealership?

- By Phone                       By E-mail                       I don't want to be contacted

Is there a specific dealer you would like to contact you?

- Yes                       No                      If yes, which dealer? \_\_\_\_\_

What is your age? \_\_\_\_\_

## **WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY**

I, \_\_\_\_\_ (“Releasor”), represent that I am at least 18 years of age and that I possess a valid driver’s license issued by the province of \_\_\_\_\_. I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on a model specifically designed by the manufacturer to carry a passenger and/or otherwise participate in the use, testing, and demonstration (the “Activities”) of Can-Am\* all terrain vehicles (the “Products”). I expressly agree to use all safety equipment legally required when operating the Products and participating in the Activities, including a DOT approved helmet.

### **WARNING: DANGERS OF PARTICIPATION**

**I understand that the Activities and use of the Products can be dangerous depending upon how they are used and involve a variety of risks, including by way of example only and without limitation: tipping over, difficulty in steering, problems with handling characteristics of the Product, difficulty in stopping the Product, crashing the Product, fatigue, exhaustion and/or serious physical injury, including brain damage, paralysis or death. For proper use of the vehicle please refer to the Operator’s Manual.**

#### **1. Assumption of Risk**

**I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE USING THE PRODUCTS OR PARTICIPATING IN THE ACTIVITIES. I hereby undertake and agree, while using the Product or participating in the Activities, to respect and comply with all applicable laws, rules and regulations governing the Product’s use, to comply with directions and/or instructions given, including without limitation the content of the attached safety checklist. I shall be responsible for all fines, penalties, and property damage I may incur or cause to the Products, and personal injuries or property damage incurred by others as a result of my conduct and use of the Products or participating in the Activities.**

#### **2. Rules of Participation and Familiarity with Attached Safety Checklist**

I have familiarized myself with the rules applicable to use of the Products and am familiar with the attached Safety List (which is incorporated herein by reference). I agree to obey such rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.

#### **3. No Alcohol or Drug Consumption**

I agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment while using the Products or while engaged in the Activities.

#### **4. Waiver and Release of Liability**

In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Bombardier Recreational Products Inc., BRP US Inc., Canadian Corporate Adventure inc., Warnert Promotions Group, Ontario Federation of All Terrain Vehicle Clubs, OFATV member clubs, and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Activity, the Product, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

#### **5. Specific Release/Waiver of Unknown Claims**

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activity or the Product and the matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

#### **6. Indemnification**

I hereby agree to indemnify, defend (with counsel satisfactory to BRP and /or OFATV) and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur in any way related to my conduct, use of the Products, or my participation in the Activities.

#### **7. Responsibility for Operation by Minor**

It is understood that, should I allow anyone other than myself to operate or use the Product, I agree to be fully and completely responsible for the safe use of the Product, and I will insure that they are at least 18 years old and that they have signed a Waiver and Release of Liability.

#### **8. No Representations or Warranties by Released Parties**

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities or equipment. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities and/or equipment.

**9. Entire Agreement/Severability**

This Waiver/Release contains the entire agreement between me and the Released Parties, and the terms of this Waiver/Release are contractual. This Waiver/Release may not be modified in any way. If any part of this Waiver/Release is determined to be invalid by law, all other parts of this Waiver/Release shall remain valid and enforceable. This Waiver/Release shall be governed by the laws of the Province of Ontario (without regard to conflict of law provisions).

**10. Full Understanding of Release and Waiver/ No Coercion**

**I, the undersigned, declare that I have fully read and understood this final and complete Waiver and Release of Liability. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the Activity, Product, or any other matters, made by the Released Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_  
(Signature of Releasor)

Name: \_\_\_\_\_  
(Print)

Witness: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

**Safety checklist**

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE ELEMENTS BEFORE USING  
A CAN-AM \*ATV. INITIAL EACH ELEMENT.**

_____	<b>The United States Consumer Product Safety Commission has concluded that all ATV's may present a risk of death or severe injury in certain circumstances.</b>
_____	<b>We recommend that, if you have no prior experience with ATV's, you take an approved ATV training course prior to operating this ATV.</b>
_____	<b>Never carry any passenger, unless ATV model is specifically designed by the manufacturer for such use.</b>
_____	<b>Before starting out: verify brake and throttle operation.</b>
_____	<b>Understand and respect the performance and operational characteristics of the ATV. Read the Operator's Guide, as well as the on-product warnings. Watch the Safety Videocassette.</b>
_____	<b>Do not use ATV's on pavement or public roads unless part of the track for demo. Never attempt to do stunts, wheelies or jumps.</b>
_____	<b>Always operate at safe speeds considering, the terrain, the visibility conditions and your experience. Be prepared to stop or alter course in case of emergencies.</b>
_____	<b>Always wear appropriate protective clothing and apparel, including an approved helmet and eye protection.</b>
_____	<b>Respect the minimum age as required by law.</b>
_____	<b>Never drive while impaired by alcohol, drugs, medication, illness, fatigue, or injury.</b>

This \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

**READ, UNDERSTOOD AND ACCEPTED BY:**

\_\_\_\_\_

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