

HARLEY-DAVIDSON® RIDING ACADEMY

GENERAL RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

In consideration of the Harley-Davidson Motor Company, Inc., the Motorcycle Safety Foundation, Inc., the training sponsor, the owner of the training motorcycle and the premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this Harley-Davidson Riding Academy course (the "Course"), **the undersigned participant agrees to all of the following:**

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I, the undersigned, hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

READ CAREFULLY: THIS SECTION IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK AND COVENANT NOT TO SUE AGREEMENT

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of motorcycles and motorcycling equipment ("Motorcycling Activities"); (b) my participation in the Course and/or Motorcycling Activities may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and/or Motorcycling Activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought a motorcycle or helmet to use in the Course, I also agree that this Agreement applies to any damage that occurs to or from my motorcycle or helmet during the Course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from motorcycle riding or its equipment, including claims based on the Released Parties' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

(Participant Name – Please Print)

(License or ID# and State)

(Participant Signature)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

(License or ID# and State)

READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of motorcycles and motorcycle equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

(Participant Name – Please Print)

(License or ID# and State)

(Participant Signature)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

(License or ID# and State)

HARLEY-DAVIDSON® RIDING ACADEMY ACKNOWLEDGEMENTS AND ASSUMPTION OF RISK

I, the undersigned participant (and if participant is under the age of 18 years, his/her parent or legal guardian) hereby agree as follows: I have been given the opportunity to participate in the Harley-Davidson® Riding Academy New Rider Course, the Harley-Davidson® Riding Academy Skilled Rider Course, the Harley-Davidson® Riding Academy Intermediate Rider Licensing Course or the Harley-Davidson® Riding Academy Adventure Touring Rider Course (hereinafter, in any case, the "Class"). The Class is a motorcycle instruction and safety course.

I fully understand and acknowledge that operating, and learning to operate, a motorcycle are activities that have their own unique risks, and that serious injury or death could result from participating in the Class through no fault of my own. I understand that these risks may be caused by the negligence or fault of the Class coach(es) or the Harley-Davidson dealership or other entity that sponsors the Class (the "Sponsor"), or the negligence or fault of me, other Class participants or other persons, or may arise from the repair, maintenance or operation of the motorcycles used in the Class, weather conditions during the time the Class is conducted, or other causes, whether foreseeable or unforeseeable. I am voluntarily participating in the Class. **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, THAT I MIGHT SUFFER AS A RESULT OF MY LEARNING TO OPERATE OR OPERATING A MOTORCYCLE AND OTHERWISE PARTICIPATING IN THE CLASS.**

I acknowledge that participation in the Class requires physical stamina, motor coordination, and mental alertness. I hereby confirm that I have no known physical or mental limitations that might impair my ability to operate a motorcycle and participate in the Class.

I am not at this time under the influence of alcohol, drugs, other illegal substances, or any medications that may impair my judgment or my ability to operate a motorcycle. I agree that I will not operate a motorcycle or otherwise participate in the Class while under the influence of alcohol, drugs, other illegal substances or any such medications.

If I bring my own motorcycle to use in the Class, I acknowledge that I am solely responsible for the motorcycle and for any damage that it may sustain or cause during the Class.

I agree to participate in the Class safely and within the limits of the law and my abilities. I agree to follow the directions of the Class coach(es) at all times during the Class.

I agree to wear at all times while operating a motorcycle during the Class a properly-fitted motorcycle helmet. **I acknowledge that it is my responsibility to determine which helmet size best fits my head, and that the Class coach(es) or Sponsor are not responsible for determining my proper helmet size.** Any assistance provided to me in choosing a proper fitting helmet is not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident. I have fastened my chinstrap and ensured that the helmet does not slip from side to side. I understand that if I bend my head forward to try to remove the helmet with the chinstrap in place, and the helmet moves or slips off my head, I need a smaller size. Helmet linings almost always compress, so a new helmet on first fitting should feel a little tighter than snug. If the Class coach(es) or Sponsor has provided me a helmet, I acknowledge that I was provided with the helmet size I requested, and that the helmet fits me properly. If I am using a helmet provided by me or any other person, I acknowledge that the helmet fits me properly.

By signing this document, I certify that I have read this document and fully understand it, that I am not relying on any statements or representations of Harley-Davidson Motor Company, the Motorcycle Safety Foundation or its members, the Class Sponsor, or any of their respective employees, and that I have been given the opportunity and sufficient time to read and ask questions regarding this document.

Signature: _____ Print Name: _____ Date: _____

Signature of Parent or Guardian (if participant is under the age of 18 years old): _____

Witness _____ Print Name _____ Date _____



WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY

Can-Am® On-Road Vehicle: I, _____ (herein after referred to as "I" or "Participant"), represent that I have reached the age of majority in the State where this Waiver and Release of Liability ("Waiver") is signed or that I am the parent or legal guardian of the Participant who has not reached the age of majority in the State where this Waiver is signed and therefore signing this Waiver on Participant's behalf.

I represent that I possess a valid driver's license (if applicable). 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® On-Road Vehicles (the "Product(s)"). 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 PERFORMED AND INVOLVE A VARIETY OF RISKS, INCLUDING BY WAY OF EXAMPLE ONLY AND WITHOUT LIMITATION: TIPPING/ROLLING OVER, DIFFICULTY IN STEERING, PROBLEMS WITH HANDLING CHARACTERISTICS OF THE PRODUCTS, DIFFICULTY IN STOPPING THE PRODUCTS, CRASHING THE PRODUCTS, FATIGUE, EXHAUSTION AND/OR SERIOUS PHYSICAL INJURY, INCLUDING BRAIN DAMAGE, PARALYSIS OR DEATH.

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 Safety Checklist attached. 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 I am familiar with the attached Safety Checklist (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 hereby 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, their affiliates 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,



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insurance adjusters, insurance agents and brokers, including without limitation any **participating BRP authorized dealerships** (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 Activities, the Products, 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 Activities or the Products 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 Released Parties) and hold harmless the Released Parties against any and all third-party 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

It is understood that, should I allow anyone other than myself to operate or use the Products, I agree to be fully and completely responsible for the safe use of the Products, and I will insure that they have signed a Waiver and Release of Liability. All passengers must also sign 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 and/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 contains the entire agreement between me and the Released Parties, and the terms of this Waiver are contractual. This Waiver may not be modified in any way. If any part of this Waiver is determined to be invalid by law, all other parts of this Waiver shall remain valid and enforceable. This Waiver shall be governed, without regard to conflict of law provisions, by the laws of the State of Florida.

10. Consent and Release for Use of Image

For good and valuable consideration, receipt and sufficiency of which is acknowledged, I grant to Bombardier Recreational Products Inc., its subsidiaries and affiliates (collectively "BRP") the unrestricted, absolute, perpetual, right and license to reproduce, copy, modify, display, distribute, perform, broadcast, transmit, create derivatives from, and otherwise use in perpetuity my likeness, voice, image, quotes, name and photograph(s), in whole or in part (collectively called



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the "Works") throughout the world, in any media or embodiment now known or hereafter to become known, including without limitation, television, print, CD-ROM, the Internet and online media for the purpose of advertising, publicity, trade or any other lawful purpose whatsoever including, without limitation, to support BRP's business. I agree that no use of the Works need be submitted to me for any approval and that I will not hold BRP, or anyone who receives permission from BRP, liable from use, reproduction, display, and distribution of the Works in accordance with the terms hereof, including any claims of defamation, invasion of privacy or violation/infringement of rights of publicity. I hereby release BRP from any claims and/or damages that may arise regarding the use, reproduction, display, and distribution of my image, name, voice, words and/or likeness including any claims of defamation, invasion of privacy or violation/infringement of rights of publicity.

11. Full Understanding of Release and Waiver/ No Coercion

I declare that I have fully read and understood this final and complete Waiver, including the applicable safety checklist(s).

I declare that I have not been influenced to any extent whatever in making this Waiver by any representations or statements regarding the Activities, Products, 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.

I voluntarily and knowingly allow Bombardier Recreational Products Inc., its affiliate and subsidiaries and authorized dealers to collect my name, postal address, email address and phone number so that they may contact me for marketing and promotional purposes related to BRP products and services.

Executed this ____ day of _____, 20____, in the State of _____.

(Signature of Participant)

Name: _____
(Print)

(Signature of parent or legal guardian,
If applicable)

Name: _____
(Print)



WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY

Safety Checklist – Can-Am® On-Road Vehicle

It is important that you read and understand these elements before using a Can-Am® On-Road Vehicle. Please initial each item to indicate that you have read and understand these reminders before riding the vehicle (Driver and/or Passenger).

- _____ All riders must wear an approved helmet, eye protection and appropriate protective clothing.
- _____ Understand and respect the performance and operational characteristics of the vehicle. Read and follow the warning labels on the vehicle.
- _____ Passenger must be able to reach the passenger footrests and handholds.
- _____ This vehicle is not a motorcycle.
- _____ This vehicle is wider than a motorcycle.
- _____ Use the right-foot pedal to brake all 3 wheels.
- _____ Always steer directly in the direction of the turn. DO NOT countersteer to initiate a turn.
- _____ Always operate at safe speed and keep a safe distance from others considering the traffic, road conditions, visibility conditions and your experience. Be prepared to stop or alter course in case of emergencies.
- _____ Do not drink alcohol or use drugs before or during operation (Driver and passenger(s)).

Executed this _____ day of _____, 20____, in the State of _____.

READ, UNDERSTOOD AND ACCEPTED BY:

(Signature of Participant)

Name: _____
(Print)

(Signature of parent or legal guardian,
If applicable)

Name: _____
(Print)