

Release of Liability / Liability Waiver Form

RELEASE OF LIABILITY / LIABILITY WAIVER FORM (this "Waiver") dated this ____ day of _____, 20____

BETWEEN

(the "Participant")

OF THE FIRST PART

AND

KW Sportbike Rentals of 100 Harcourt Crescent, Kitchener, Ontario N2P1K9
(the "Activity Provider")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Waiver and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Waiver agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.

2. The Participant understands it would not be permitted to participate in the activity described below unless it signed this Waiver.

Details of Activity

3. The Participant will participate in the following activity: Motorcycle trackday with KW Sportbike Rentals renting a Kawasaki Ninja 400 vehicle.

Concurrent Release

4. The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Waiver, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

7. The Participant understands that by signing this Waiver, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

8. The Participant understands that there are no professional or certified trainers, spotters, marshals or coaches. The Participant will follow the advice of amateur coaches, spotters, marshals and fellow motorcycles riders at their own risk.

9. The Participant is solely responsible for his or her own safety and to take every precaution to provide for their own safety and well-being while participating in the activities conducted by the Activity Provider.

10. The Participant understands that there is no insurance coverage for events conducted by the Activity Provider and its members will be responsible for any damage to equipment or property that belongs to The Participant. The Participant is responsible for any claims for coverage of medical bills.

11. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver.

12. This Waiver contains the entire agreement between the parties to this Waiver and the terms of this Waiver are contractual and not a mere recital.

Governing Law

13. This Waiver will be construed in accordance with and governed by the laws of the Province of Ontario.

Emergency Contact

14. The Participant's emergency contact information is:

Emergency Contact Name: _____

Relationship: _____ Phone Number: _____

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand and seal on this ____ day of _____, 20____.

KW Sportbike Rentals (The "Activity Provider")

Per: _____ (Seal) WITNESS: Signature _____

Full Name _____ WITNESS: Full Name _____

Participant

Signature _____ (Seal) WITNESS: Signature _____

Full Name _____ WITNESS: Full Name _____