

Lossing Inc. Ltd – DBA Lossing’s Power Sports

WAIVER AND RELEASE OF LIABILITY / AGREEMENT TO INDEMNIFY

Side by Side UTV and All Terrain Off-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 A Can-Am Side by Side or All-Terrain Vehicle, otherwise known as Off-highway Vehicle (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., the legal entity or person renting or lending the Products to me, Including Lossing Inc. Ltd, DBA Lossing Building Center, Lossing’s Power Sports, and their affiliates, parents, 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 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. I understand that 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 Minnesota.

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") and Lossing's Power Sports 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 the "Works") throughout the world, in any media or embodiment now known or hereafter to become known, including without limitation, television, print, the Internet and online media for the purpose of advertising, publicity, trade or any other lawful purpose. 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.

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 and rental operators 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 _____ .

(Signature of Participant)

Name: _____
(Print)

(Signature of parent or legal guardian,
If applicable)

Name: _____
(Print)

Safety Checklist – Can-Am® SSV

It is important that you read and understand these elements before using a Can-Am® Side-by-Side 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.
- ___ All riders must fasten seat belt and lateral net/door before operation.
- ___ Always keep entire body inside the cockpit of the vehicle.
- ___ Understand and respect the performance and operational characteristics of the vehicle. Read and follow the warning labels on the vehicle.
- ___ Passengers must be able to sit back against the seat, feet flat on the floor and hands on handholds.
- ___ Avoid rollovers, tipovers and collisions. Abrupt maneuvers or aggressive driving can cause rollovers and loss of control – even in flat open areas – resulting in crashing and/or injuries.
- ___ Do not turn the steering wheel too far or too fast for your speed and environment. Slow down before entering a turn. Avoid sudden or hard acceleration when turning, even from a stop or low speed.
- ___ Always operate at safe speed and keep a safe distance from others, considering the terrain, 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)).

READ, UNDERSTOOD AND ACCEPTED: On this _____ day of _____ of year _____.

(Signature of Participant)

Name: _____
(Print)

(Signature of parent or legal guardian, if applicable)

Name: _____
(Print)