

**PLEASE READ THIS CAREFULLY. By signing this legal document, you are giving up legal rights.
CKM recommends you seek legal advice prior to signing this document.**

RELEASE AND WAIVER

Name of Dealer: _____ Date of Test Ride: _____, 2009

Dealer Address: _____

Test ride/drive vehicle: _____ Serial Number _____

I desire to participate in one or more activities, including, without limitation, a test ride or test drive of the vehicle noted above (the "Activity"), provided by the Dealer noted above. In consideration of the opportunity to participate in the Activity and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby irrevocably and unconditionally agree for myself and my heirs, estate, insurers, successors and assigns, as follow:

1. **ASSUMPTION OF RISK.** Before participating in the Activity, I will inspect the motorcycles, all-terrain vehicles, personal watercraft, utility vehicles and other vehicles and equipment (the "Equipment") to be used by me for the Activity, and if I believe anything is unsafe, I will immediately advise an official of the Dealer of the conditions and refuse to participate until the conditions are corrected to my satisfaction. Neither the Dealer nor Canadian Kawasaki Motors Inc. ("CKM") has made any representation to me as to the suitability, condition, or safety of the site of the Activity (the "Facilities") or Equipment used or involved in the Activity. I understand that participation in the Activity involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from my own actions, inactions, or negligence, but also from, without limitation, the actions, inactions, or negligence of others, or the condition of the Facilities or Equipment. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks.

2. **RELEASE FROM LIABILITY.** I fully and forever release, and discharge the Dealer, CKM, and their respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Activity (the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, including transportation to the Activity, even if it is due to the negligence or other fault of the Released Parties.

3. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience resulting from, related to, or in connection with the Activity, even if it is due to the negligence or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation against the Released Parties.

4. **INDEMNITY.** I will hold harmless, indemnify, and reimburse the Released Parties from and for all damages, sums, costs, or expenses (including legal fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) relating to or in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my participation in the Activity and/or transportation to the Activity. This means that I will reimburse the Released Parties if anyone makes a claim against them based on any accident I may be involved in or any injuries, losses, or damages I may suffer.

5. **NO INSURANCE; MEDICAL EXPENSES.** I understand that the Dealer, CKM and others involved in the Activity do **not** provide me with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in the Activity and/or transportation to the Activity. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury resulting from, relating to, or in connection with my participation in the Activity and/or transportation to the Activity.

6. **AUTHORIZATION.** I authorize and permit the Dealer, its agents and personnel to administer first aid to me, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to me.

7. **VALIDITY.** If any portion of this Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release and Waiver supersedes any oral or written statements made by or to me in connection with the Activity. I understand that I cannot terminate, cancel, or revoke this Release and Waiver for any reason.

8. **LEGAL ADVICE.** I acknowledge having received the Dealer's and CKM's recommendations to obtain legal advice regarding this Release and Waiver and I have either obtained such advice or elected not to obtain such advice.

9. **ENGLISH LANGUAGE.** I have requested that this document be drawn in the English language. J'ai exigé que ce document soit rédigé en anglais.

I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS RELEASE AND WAIVER CAREFULLY, FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY AGREE TO ITS TERMS.

Signature: _____ **Printed Name:** _____

Date: _____, 2009

Motorcycle Licence Number: _____

Parent/Guardian sign on reverse side→

Address: _____

IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OLD) THE PARENT OR GUARDIAN SHOULD READ AND SIGN BELOW:

PARENT/GUARDIAN AGREEMENT

I am the parent or legal guardian of _____ (the "Participant"), a person under the age of eighteen (18) years of age. On behalf of the Participant, myself, the Participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

- (1) Represent and warrant that I have the authority to enter into this Agreement and grant the "Release and Waiver";
- (2) Agree to all of the terms of the attached "Release and Waiver";
- (3) Agree to cause the Participant to comply with the terms of the Release and Waiver;
- (4) Agree to hold harmless, indemnify, and reimburse the Released Parties described in the Release and Waiver from and for all damages, sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by any of them to any person (including the Participant or insurers) related to or in connection with any accident, injury (including death), loss, or damage arising out of the Participant's participation in the Activity and/or transportation to the Activity. This means that I will reimburse the Released Parties if anyone makes a claim against them based on any accident the Participant may be involved in or any injuries, losses, or damages the Participant may suffer; and
- (5) Authorize and permit the Dealer, its agents, and personnel to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Participant.

I HAVE READ THE RELEASE AND WAIVER AND THIS AGREEMENT CAREFULLY. I FULLY UNDERSTAND THEIR CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS.

Signature: _____
Date: _____, 2009

Printed Name: _____
Address: _____
