

PARTICIPANT LIABILITY WAIVER

CUSTOMER:

PARTICIPANT(S):

MINOR(S):

RENTAL PRODUCT:

1. Definitions and Interpretations

Unless otherwise indicated, the following capitalized terms throughout this Liability Waiver have the meaning indicated below:

- 1.1. "Company" means Riot Powersport Rentals Inc.
- 1.2. "Customer" means the Customer as referred to above.
- 1.3. "Minor" means a Participant who is under the age of Twenty-Five years and who is referred to above.
- 1.4. "Participant" means the individual referred to above including the Minor.
- 1.5. "Rental Product" means the product or products being rented to the Customer by the Company including but not limited to the Rental Product set out above.

2. The Customer and the Participant

- 2.1. The Participant acknowledges that the Customer has entered into an agreement with the Company to rent the Rental Product for use by the Participant.
- 2.2. In consideration for his or her use and/or operation of the Rental Product the Participant agrees to be bound by the terms of this Liability Waiver and he or she acknowledges and agrees that but for his or her agreement to be bound by the terms of this Liability Waiver that he or she would not be permitted to use and/or operate the Rental Product.

3. Limitation of Liability

- 3.1. The Participant is responsible for his or her use and operation of the Rental Product. The Participant will hold, save and indemnify, the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents and affiliates, harmless for **any and all** actions, causes of action, claims or costs resulting from the Participant's use and operation of the Rental Product. The Participant assumes, and is responsible for, all risks associated with the use and operation of the Rental Product.
- 3.2. The Participant shall defend, fully indemnify and hold harmless the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the

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Rental Product directly to the Customer), agents and affiliates from and against any and all claims, demands, suits, actions, causes of action or liability of any kind whatsoever for damages, losses, costs or expenses (including legal fees and disbursements) arising out of or relating to; ATV, UTV, Watercraft and Snowmobile Rentals.

- 3.2.1. The use, operation and transportation of the Rental Product;
 - 3.2.2. The Participant's breach of any of the terms of this Liability Waiver;
 - 3.2.3. Any injury to the Participant or his or her property, agents, invitees, affiliates, licenses or any other third party resulting from the Participant's and/or third party's use, misuse or transportation of the Rental Product or any other negligent or intentional act or omission or act of any kind of the Participant, its employees, agents, invitees, affiliates, licensees or any other third party;
 - 3.2.4. Any injury to a Participant for any reason whatsoever connected to the Rental Product;
 - 3.2.5. Any costs incurred by the Company, or claims of any third party arising from the Participant's use, operation, and transportation of the Rental Product; and
 - 3.2.6. The Participant's failure to inspect the Rental Product prior to its use.
- 3.3. The Participant agrees that the Company shall not defend, indemnify and hold the Participant harmless from any claims, losses, expenses or actions arising from any injury to the Participant or its property, agents, or any other third party resulting from the Participant's use, misuse, operation or transportation of the Rental Product or any other negligent or intentional act or omission of the Participant or its employees, agents, invitees, affiliates or licenses.
- 3.4. IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES BE LIABLE FOR ANY CLAIM FOR: (A) PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS; OR (C) INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES. THE PARTICIPANT ACKNOWLEDGES THAT WITHOUT HIS OR HER AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE COMPANY WOULD NOT ALLOW THE PARTICIPANT TO USE THE RENTAL PRODUCT.

4. Acknowledgement – Adult Participant

I, the Participant, certify and acknowledge that (the "Certification"):

- a. I am Twenty-Five (25) years of age or older;
- b. I have read and understand the contents of this Liability Waiver and have been given the full opportunity to discuss the implications of this Agreement, including the opportunity to obtain independent legal advice. My decision to sign this Liability Waiver is based on my own free will and not based upon representations or advice of the Company or its representatives. If I am signing on behalf of a company and/or corporation, I confirm that I have the authority to bind the company and/or corporation to this Agreement.
- c. Riding and/or operating an all-terrain vehicle (ATV), utility terrain vehicle (UTV), side-by-side vehicle (SXS), and/or a snowmobile is a dangerous activity with a high risk of serious bodily injury or death to others or me. I personally accept all risk and liabilities of this activity.
- d. By operating the Rental Product, I could suffer serious bodily injury or death and I am prepared to take on this risk.

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- e. I am medically fit to operate the Rental Product and I am not under the influence of any medication which would render me unable to operate the Rental Product in a safe manner.
- f. Under no circumstances will I operate the Rental Product while intoxicated by any alcohol or drugs including recreational drugs or while under the influence of medication. For greater certainty, I will not use any alcohol or drugs including recreational drugs before or during the operation of the Rental Product.
- g. While operating the Rental Product I will abide by all laws including all posted speed limits. Under no circumstances will I operate the Rental Product on private property without the property owner's consent.
- h. I will operate the Rental Product in a safe manner and at all times I will ride within my comfort zone.
- i. During the Term of this Agreement only I will possess, use, operate and transport the Rental Product and I will not allow anyone else (except for the Participant(s)) to possess, use, operate or transport the Rental Product. Should any other person (except for the Participant(s)) use, operate and/or transport the Rental Product during the Term of this Agreement, I agree to be personally liable and financially responsible for all loss of and damage, if any, caused by the other person's possession, use, operation and/or transportation of the Rental Product and I agree to indemnify and hold harmless the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents and affiliates from any and all damages as a result of such possession, use, operation and/or transportation.
- j. I will inspect the Rental Product before use to ensure that the Rental Product is appropriate for its intended use, undamaged and operating properly. I will not use the Rental Product if it is not appropriate for its intended use, damaged and/or not operating properly.
- k. I will not modify the Rental Product in any way.
- l. If the Rental Product is damaged, I will immediately cease operating the Rental Product and advise the Customer and the Company of the damage.
- m. I have been advised to wear appropriate personal safety equipment including but not limited to a helmet, when I operate the Rental Product. I agree that when I am operating the Rental Product, I will wear approved personal safety equipment including but not limited to a helmet.
- n. I have been given the opportunity to ask the Company questions about the operation and/or use of the Rental Product prior to signing this Liability Waiver and prior to my use of the Rental Product.
- o. At all times I will follow the Rules and Regulations attached as Schedule "A".

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I, the Participant, acknowledge that the Company is relying on the truth and accuracy of the above Certification and on the terms of this Liability Waiver in allowing me to use the Rental Product and that the Company would not allow me to use the Rental Product if I did not agree to the terms of this Agreement and if the Certification was not true.

RECOGNIZING THE RISKS AND DANGERS, I THE UNDERSIGNED PARTICIPANT, UNDERSTAND THE NATURE AND RISKS OF THE OPERATION OF THE RENTAL PRODUCT AND I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITY (OPERATING AN ATV, UTV, SIDE-BY-SIDE OR SNOWMOBILE) AND EXPRESSLY ASSUME ALL RISKS AND DANGERS INCLUDING INJURY AND DEATH OF THE ACTIVITY (OPERATING AN ATV, UTV, SIDE-BY-SIDE OR SNOWMOBILE) WHETHER OR NOT THE RISKS AND DANGERS ARE DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

PARTICIPANT NAME: _____

PARTICIPANT SIGNATURE: _____

DATE OF SIGNATURE: _____

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5. Acknowledgment – Minor Participant

I represent and acknowledge that I am the parent, legal guardian and/or authorized custodian (the “Legal Custodian”) of the individual(s) under the age of 25 years who are referred to as the Minor(s) and I certify and acknowledge the following (the “Minor Certification”):

- a. I acknowledge and confirm that the Minor will comply with the terms of this Agreement including those outlined in section 4 – Acknowledgement.
- b. I acknowledge and confirm that the Minor will NOT operate the Rental Product and may only be a passenger in the Rental Product.
- c. I agree to indemnify and hold harmless the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents and affiliates from any claims that the Minor may now have or may arise in the future as against the Company and/or its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents and affiliates arising out of the Minor’s involvement with, participation with, operation and/or use of the Rental Product, including the Minor being a passenger in or on the Rental Product.
- d. In the event that I do not have the authority to sign this Participant Liability Waiver on behalf of the Minor, I agree to indemnify the Company and its directors, officers, employees, contractors (including the contractors and their employees who supply the Rental Product directly to the Customer), agents and affiliates from any and all claims made by the Minor and/or his or her legal representatives arising out of the Minor’s involvement with, participation, operation and/or use of the Rental Product, including the Minor being a passenger in or on the Rental Product.
- e. I acknowledge and confirm that the Minor will at all times be under my supervision and that I will ensure that the Minor wears appropriate safety equipment including helmets while being in contact with the Rental Product including while the Minor is a passenger in the Rental Product.

I, the Legal Custodian acknowledge that the Company is relying on the truth and accuracy of the Minor Certification and on the terms of this Liability Waiver in allowing the Minor to participate with the Rental Product and that the Company would not allow the Minor’s participation with the Rental Product if we did not agree to the terms of this Agreement and if the Minor Certification.

LEGAL CUSTODIAN SIGNATURE: _____

DATE OF SIGNATURE: _____