

WAIVER, INDEMNITY AND RELEASE FROM LIABILITY

RIDING VEHICLES OFF ROAD IS DANGEROUS. THAT IS WHY WE HAVE THIS WAIVER.

PARTICIPANTS TAKING PART IN ACTIVITIES AT MOTOPARK. AND ADJOINING PROPERTIES AGREE TO VOLUNTARILY AND WILLINGLY ASSUME THE RISKS INVOLVED. BY SIGNING THIS RELEASE I RECOGNIZE THAT I AM GIVING UP THE RIGHT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST LAND OWNERS, PARK EMPLOYEES, AND THE VARIOUS COMPANIES THAT HOLD EVENTS AT MOTOPARK.

Whereas the individual named below, (hereinafter referred to as the "participant") desires to take part in various events, races, schools, training, trail riding and riding practice (hereinafter referred to as "events"), for Off Road Vehicles, Motorcycles, Snowmobiles and All Terrain Vehicles, on their own, borrowed or rented equipment at MOTOPARK and adjoining properties.

And whereas events held at the park are owned, operated and carried on by MOTOPARK, its employees, various landowners, individuals, associations, clubs, trainers and companies (hereinafter referred to as "the operators"). And whereas the operators are unwilling to allow the participant to compete or take part in any of the various events unless the participant and his parent, if under 18 years of age, agree to assume full responsibility for any loss, injury or damage which the participant might sustain while participating.

Witnesseth that in consideration of other good and valuable consideration and covenants herein contained:

The participant and his parent, if under 18 years of age, covenant and agree:

1. To release and forever discharge the operators of and from all manner of actions, cause of actions, suits, claims and demands of whatsoever nature or kind which they ever had, now have or which they, their heirs, executor, administrators, successors and assigns or any of them hereinafter can, shall or may have for or by reason of the death or injury, damage, or loss to the participant arising out of or in any way attributable to the participant's competing, or otherwise taking part in the operators various events.
2. To indemnify and save harmless the operators against and from all actions, causes of action damages, suits, claims and demands of whatsoever nature or kind (including legal costs incurred in respect thereto) in respect of, or arising out of, the participant's competing or otherwise taking part in the operators various events, which against the operators the participant ever had, now has or which the participant, their heirs, executors, administrators, successors and assigns or any of them, hereinafter can, shall or may have and which may hereinafter be brought against the companies by or on behalf of the participant, his heirs, executors, administrators, successors and assigns or any of them.
3. Not to take action or bring any proceedings arising out of or in any way connected with the participant's competing or otherwise taking part in the operators various events against any other person or corporation which might claim contribution or indemnity from the operators.
4. The terms hereof shall be binding upon the participant and their parents, if under 18 years of age, notwithstanding that the death or injury, damage or loss to the participant or caused by the participant may have been caused or contributed to by the negligence of the operators.
5. The term, the operators, as used herein shall include the operators, their members, officers, directors, servants, agents, the various event organizers, sponsors, trainers, staff, affiliates and each of their respective heirs, executors, administrators, successors, assigns, agents, officers, servants and representatives.
6. The terms hereof shall be binding upon the undersigned as well as their respective heirs, executors, administrators, successors and assigns.

In Witness whereof, **the participant** or if under 18, the participant and parent or legal guardian sign on today's date:

TODAY'S DATE, Year: _____ **Month:** _____ **Day:** _____

Print Participant Name _____ **Allergies or Special Medical Instructions** _____

Participant Signature _____ **Parent or Guardian** _____

Witness _____

Operating Co. 2241780 Ontario Inc. 0/A MOTOPARK --Landowner 622794 Motopark Road Holdings Inc.