

ATV AND SIDE BY SIDE LIABILITY WAIVER



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|----------------------------|---------------------|
| NAME: | PHONE #: |
| ADDRESS: | EMAIL: |
| DRIVER'S LICENSE #: | EXPIRY DATE: |

OUR DRIVING SCHOOL RENTAL ATV OR SXS

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|-----------------------------------|
| DATE: |
| ATV OR SXS (please circle) |

PERSONAL ATV OR SXS

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|-----------------------------------|
| DATE: |
| ATV OR SXS (please circle) |

I HEREBY DECLARE AND AGREE:

1. That any reference to "Our Driving School" in this Agreement means Our Driving School and its parent corporations, subsidiaries, affiliates, employees, agents, insurers and suppliers.
2. That I hold a valid Driver's License, permitting operation of an ATV or Side by Side (SXS).
3. To exercise the care and attention in the use and operation of the aforementioned ATV or SXS (the "ATV" or the "SXS") that a reasonably prudent user or operator would, under similar circumstances, exercise and to indemnify and save Our Driving School harmless from all losses, damages and expenses incurred by either of them resulting from any damage to the Motorcycle occurring prior to its return to Our Driving School.
4. To release and forever discharge Our Driving School from and against, and COVENANT NOT TO SUE OUR DRIVING SCHOOL in respect of, all losses, damages, expenses, liabilities, claims, demands, actions and suits whatsoever that I or my personal representatives, assigns, heirs or next of kin, may not or hereafter have against Our Driving School arising from or in connection with any personal injury, including fatal injury, or property damage that may be sustained or incurred by me in connection with, arising from, or relating to, my use and/or my operation or ATV and Side by Side and whether arising from any negligence, breach of contract or other breach of duty or wrongful act by Our Driving School or otherwise.
5. To save, indemnify and hold Our Driving School harmless from and against all losses, damages, expenses, including legal expenses, liabilities, claims, demands, actions and suits whatsoever, and by whomever made, arising from or in respect of any personal injury, including fatal injury, or property damage which may be sustained or incurred by me in connection with, arising from, or relating to, my use and/or operation of the ATV or SXS and whether in whole or in part from any negligence or breach of contract or other breach of duty or wrongful act by Our Driving School or other participants, or otherwise.
6. That this Agreement shall ensure to the benefit of Our Driving School's successors and assigns and shall be binding upon heirs, executors, administrators, successors and assigns.
7. That this Agreement is intended to be as broad and inclusive as permitted by the laws of the province where the event takes place and shall be construed broadly to provide a release and waiver to the maximum extent permissible user applicable law and that if any portion is held invalid, the balance shall, notwithstanding, continue in full force and effect.

I consent to Our Driving School and its affiliates contacting me by telephone or sending commercial electronic messages to me, including email and text messages.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT BY SIGNING IT, I GIVE UP SUBSTANTIAL RIGHTS I MAY OTHERWISE HAVE TO RECOVER DAMAGES FROM OUR DRIVING SCHOOL FOR LOSSES ARISING FROM ANY USE OF THE ATV OR SIDE BY SIDE.

SIGNATURE : _____ DATE : _____