

Release and Waiver of Liability, Assumption of Risk and Indemnity, and Terms and Conditions

Please complete this form and return it to a BMW Motorrad representative. You must sign this form in the presence of a BMW Motorrad representative who will be present to witness this form at the Event (as defined below).

Release and Waiver of Liability, Assumption of Risk and Indemnity

By signing this release and indemnity, I accept the opportunity to ride a BMW motorcycle at the BMW MOTORRAD TEST RIDE event ("Event") and in consideration of such opportunity I agree to the following:

1. TEST RIDE can be Dangerous:

I acknowledge that the Test Ride can be very dangerous and involves the risk of injury, death, loss, property damage and liability.

2. Acceptance of Responsibility for all Risks:

I accept all responsibility for the risk of injury, death, loss, property damage and liability arising out of or in any way relating to the Event or which might occur at any location at which the Event is conducted.

3. Release and Waiver:

I hereby forever release, waive, and fully discharge BMW, its affiliates, divisions and related companies (including without limitation its parent, sister and subsidiary companies), retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Event, and any other corporation, partnership, sole proprietorship or other legal entity that sponsors or is directly involved in the provision of the Event, including BMW and its Retailers and each of their respective officers, directors, employees, agents, contractors, and other representatives (collectively, the "**Releasees**"), of and from any and all claims, demands, payments, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity, which I or my heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with or in any way arising out of the Event, including but not limited to physical injury and death, notwithstanding that such claim, demand, payment, loss, damage, action or cause of action have been contributed to or occasioned by the negligence or gross negligence of any of the Releasees.

4. Indemnification:

I agree to indemnify the Releasees from and against any and all loss, damage (including but not limited to damage to **BMW and its Retailers** facilities, injury, claims, encumbrance, deficiency, cost or expense, or liability (including liability for costs) caused by or contributed to by me or in any way arising out of my participation in the Event.

5. Loss of Personal Property:

I acknowledge that the Releasees are not responsible for items and personal property that I leave unattended while onsite attending the Event.

Photograph/Video Consent, Waiver and Release

By signing this consent, waiver and release I agree to be photographed and/or videotaped during the Event and agree to the following:

6. I hereby consent to the use, without further notice or compensation to me or my heirs, executors, administrators, personal representatives, successors or assigns, of my name, city and province of residence, voice, likeness, statements and any photograph, film rendering or tape recording of me, by or on behalf of BMW in connection with the Event, at any time or times in perpetuity, and in any manner or media, including, without limitation, newspapers and other publications, radio and television broadcasts, Internet, film releases and interactive media worldwide.

7. I understand that any such photographs and/or videos, and all rights associated with them, will belong solely and exclusively to BMW, which shall have the absolute right to copyright, duplicate, reproduce, alter, display, distribute, and/or publish them in any manner and in any form in connection with the Event.

8. I voluntarily waive any and all rights with respect to the photographs and/or videos, including compensation, copyright, and privacy rights and any right to inspect or approve such photographs and/or videos, copy, print or other materials that may be used in connection with them.

9. I hereby release and discharge, and agree to hold harmless, BMW, its officers, agents and employees, and all persons acting under its permission or authority, from any claims and liability that I may have against BMW whether for libel, violation of my right of privacy or any other matter arising out of or in any manner connected with such photographs and/or videos and/or their use.

Terms and Conditions

10. I agree that during the Event, and while at any location at which the Event is conducted, I shall follow the directions of BMW and its Retailer's personnel.

11. I agree that at the beginning of the Event, I shall sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement in favour of BMW and its Retailers. I also agree to comply with the rules and regulations of **BMW and its Retailers** while onsite attending the Event.

12. Cooperation during Investigation:

I will cooperate fully with BMW and its insurer or agent in the investigation of all accidents or incidents at, relating to or arising out of the Event.

13. Participation in the Event:

I declare that I am at least 18 years of age (21 years of age for certain models) and am in possession of a valid full-class motorcycle licence, which must be presented for inspection on the day of the Event. I acknowledge and agree that if I am not at least 18 years of age (21 years of age for certain models), am not in possession of a valid full-class motorcycle licence, or fail to present my motorcycle licence for inspection on the day of the Event, I shall be required to withdraw from participating in the Event. I further declare that I am not permitted to participate in the Event if I am impaired by alcohol, drugs, medication, illness, fatigue or injury.

14. Right to Delay or Cancel the Event:

I acknowledge that BMW reserves the right to delay or cancel the Event at any time and for any reason, in which case I shall not be entitled to compensation in lieu thereof.

15. Use of Riders Safety Equipment and Safety Systems:

I agree to follow the directions of BMW and its Retailer's in regards to safety, including but not limited to the mandatory use of proper motorcycle riders equipment and safety systems related to the Event. I acknowledge that if I am unwilling or unable to comply with these directions, I shall be required to withdraw from participating in the Event, in which case I shall not be entitled to compensation in lieu thereof.

16. Severability:

If any portion of this Agreement is prohibited by law or found to be invalid by law or interpretation of any court, it is agreed that the Agreement will be ineffective only to the extent of such prohibition without invalidating any other part or the whole of this Agreement.

17. Jurisdiction:

This Agreement is to be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, and the parties agree to attorn to the exclusive jurisdiction of the courts of Ontario located in the city of Toronto in relation to any issue respecting the interpretation or application of this Release, Waiver of Liability and Assumption of Risk agreement, , or to any claims, disputes or other matters arising from or related to the Event .

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity, and the Terms and Conditions herein, and fully understand its contents. By signing on the signature line below I agree to be bound by the terms herein and acknowledge that I may be waiving certain legal rights by doing so. I further acknowledge and agree that if I fail to comply with the Terms and Conditions herein, I may be required to withdraw from participating in the Event in which case I shall not be entitled to compensation in lieu thereof.