



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

SPRUCE MEADOWS ACTIVITY FARM QUAD RIDES

Description and location of scheduled event(s) (the "EVENT")

REVERSE SIDE MUST BE COMPLETED IN FULL

In full or partial consideration for allowing me (or those under my guardianship) to participate in all related activities of the EVENTS, I hereby warrant and agree that:

1. I am familiar with and accept that there is a risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport and in particular being allowed to enter, for any reason, any restricted area; and
2. I have satisfied myself and believe that I (or those under my guardianship) am (are) physically, emotionally and mentally able to participate in this EVENT, and that my (or those under my guardianship's) protective clothing, gear and equipment is fit and appropriate for use in this EVENT; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENT the sole responsibility for my personal safety (or the safety of those under my guardianship) remains with me; and
4. I will immediately remove myself (or those under my guardianship) from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I (or the person under my guardianship) have (has) experienced any deterioration in physical, emotional or mental fitness, or that of my (or those under my guardianship's) protective clothing, gear or equipment, for the continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with the participation in the EVENT even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against any person(s), entities, or organisation(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, vehicle owners and other participants, rescue personnel, event inspectors, underwriters, consultants, and others who give recommendations, directions or instructions, or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them, and their respective directors, officers, employees, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I (or those under my guardianship) may suffer as a result of my (or those under my guardianship's) use of or presence at the event facilities or participation in any part of, or presence in any capacity at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWNED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES; and
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether to directly or indirectly from my (or those under my guardianship's) participation in any aspect of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me (or those under my guardianship) or on my (or those under my guardianship's) behalf, or that my (or those under my guardianship's) estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws of the Province in which the EVENT occurs.

By riding or permitting the riding of these quads, you have acknowledged the following:

- The rider is competent, able, of correct age and has no medical conditions that may compromise safety.
- Quads are strictly non-contact.
- Speeds can be restricted on all machines by request.
- If you have any queries or doubts about the safety of the track or machine or if you notice any defects stop immediately and speak to the supervisor.

RULES

PARTICIPANTS MUST:

Follow all instructions. Ensure helmet is correctly fitted and adjusted. Adhere to all warning and safety signs. Wear safety glasses if required (available to borrow). Wear gloves if required (available to borrow). Always keep feet on footrests Use the brakes especially at corners and downhill. Always ride within their capabilities and at a speed that they are comfortable with. Ask if they would like their machine slowed. Avoid contact, racing, donuts and U-turns. If they get stuck, break down or go off course, remain on the machine and raise their hand for assistance.

RECOMMENDED:

Old clothes, long sleeves and trousers, appropriate footwear (fully enclosed), waterproofs (in wet weather).

SPRUCE MEADOWS ACTIVITY FARM WAIVER

I hereby acknowledge that I (or those under my guardianship) am (are) aware of the dangers incident to motorsports riding/driving and knowingly enter the said events with said knowledge. I further acknowledge the risk of injury or death to myself (or those under my guardianship), or damage to personal property while participating in or watching motorsports events and I am aware that the injuries sustained by me (or those under my guardianship) could be of a permanent or grave nature and I (or those under my guardianship), nevertheless voluntarily and knowingly enter said events. I further acknowledge that during the course of the said events, there may be times that which, though not actively participating in the said event, I (or those under my guardianship) may be a spectator or may be called upon to provide organisational assistance at trackside and that I (or those under my guardianship) may sustain permanent or grave injuries as a spectator or volunteer, and I nevertheless voluntarily and knowingly assume such risk. I further acknowledge that I (or those under my guardianship) may sustain permanent or grave injuries as a spectator or volunteer at these events due to the negligence of other person(s) including participants, Spruce Meadows Activity Farm, its members, the Landowners or other spectators or volunteers and with that in mind and nevertheless, voluntarily and knowingly assume such risk.

I further agree that I (or those under my guardianship) will not sue or make any claims against other participants, spectators, the land owners, other volunteers, Spruce Meadows Activity Farm and its members whatsoever no matter what injuries I (or those under my guardianship) sustain either as a participant of spectator or volunteer or worker. - **CONTINUES OVERLEAF**

