



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
("Agreement") (Demonstration Waiver)

PARTICIPANT'S NAME: _____
ADDRESS: _____
CITY: _____ **POSTAL CODE:** _____
DRIVER'S LICENCE NO.: _____ **AGE:** _____ **D.O.B.** _____
(mm/dd/yyyy)
PRODUCT DEMONSTRATED: _____ **PHONE NUMBER:** _____
(Hereinafter referred to as the "Product")

Note: The use of a video or audio recording device is prohibited while operating any Yamaha product unless explicit consent is provided by Yamaha Motor Canada Ltd. The use of such equipment is considered a driver distraction, creating a safety risk.

- ☐ Participant has never owned a product similar to the Product to be demonstrated.
- ☐ Participant previously owned a product similar to the Product to be demonstrated.
- ☐ Participant presently owns a product similar to the Product to be demonstrated.

ASSUMPTION OF RISK

The Participant acknowledges that his/her use of the Product and/or participation in the demonstration of the Product, whether active or passive, will expose the Participant to numerous risks and to dangerous circumstances and conditions. The Participant hereby assumes all risks related to his/her use of the Product and/or the demonstration of the Product including, without limitation, all risks of injury or loss to his/her person or property. The Participant hereby waives any and all further or specific notice of said risks and of any such dangerous circumstances and conditions. The Participant hereby certifies that he/she: (i) has no physical or mental handicaps; (ii) is not under the influence of any drugs, alcohol, hallucinogenics or anything that may impair faculties; (iii) will use the Product and/or participate in the demonstration of the Product with reasonable precaution for his/her own safety, the safety of others and the safety of the Product; and (iv) will wear such protective equipment and apparel as is suitable in the circumstances.

THE PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY INCLUDING, WITHOUT LIMITATION, THE RELEASE AND INDEMNITY PROVISIONS ON THE REVERSE SIDE HEREOF.

DATED at _____ this _____ day of _____, 20_____.
(City)

Witness

Participant's signature

(to be signed by Participants 19 who are of the Age of Majority)

If the Participant is under the Age of Majority, the parent or legal guardian of the Participant hereby agrees and consents to the within contract on behalf of and as agent for the Participant and agrees that the Participant shall be bound by the terms hereof to the extent permitted by law.

Witness

Parent/Legal Guardian

(to be signed on behalf of Participants under the Age of Majority)

RELEASE AND INDEMNITY

IN consideration for permitting the Participant to participate in the Demonstration event, the Participant (and if applicable the Parent/Legal Guardian) does hereby irrevocably release and forever discharge (i) **YAMAHA MOTOR CANADA LTD./YAMAHA MOTEUR DU CANADA LTÉE**, a Canadian corporation ("**Yamaha**"); (ii) all bodies corporate affiliated with **Yamaha** within the meaning of the Canada Business Corporations Act ("Affiliate"); (iii) any dealer or agent participating in the demonstration ("Dealer"); (iv) the respective directors, officers, employees, agents of **Yamaha**, any Affiliate or any Dealer; and (v) all of such parties' respective successors, heirs and assigns (collectively the "Releases"), or any of them, of and from all manner of actions, causes of actions, suits, covenants, claims and demands whatsoever, both in law and in equity (the "Claims"), which the Participant or Parent/Legal Guardian, respective heirs, successors or assigns, or any of them, now has or hereafter can, shall or may have against one or more the Releases for or by any reason of any cause, matter or thing whatsoever relating to the use of the Product by the Participant or the participation of the Participant, whether active or passive, in the demonstration of the Product. AND for the said consideration the Participant or the Parent/Legal Guardian agrees not to make any claim or take any proceeding in connection with any of the claims released by virtue of this Agreement, against any other person, persons, firm or corporation which might claim contribution or indemnity from one or more of the Releases by virtue of such claim or proceeding.

AND for the said consideration the Participant and the Parent/Legal Guardian further agrees to (i) indemnify **Yamaha** for any loss or damage to the Product caused by the Participant and (ii) severally indemnify and save harmless each of the Releases of and from all judgements, damages, liabilities, claims, demands, and actions of any kind whatsoever for which the Releases or any of them may, now or in the future, become liable for, in respect of any loss, damage, injury or death to any person or property, as the case may be, resulting from or by reason of any act, negligent or otherwise, which is in any way connected with the use of the Product by the Participant or the participation of the Participant, whether active or passive, in the demonstration of the Product.

The provisions of this Agreement shall ensure to the benefit of the successors, assigns and legal and personal representatives of the Releases and shall be binding upon the successors, assigns and legal and personal representatives of the Participant and the Parent/Legal Guardian. This Agreement shall be governed by the laws of the jurisdiction in which it is executed by the Participant and any dispute pertaining to the subject matter hereof shall be litigated in such jurisdiction.

In accordance with privacy legislation, the personal information requested in this document will be kept confidential and will not be disclosed to others prior to obtaining the participant's consent unless legally obligated to do so. The Participant and the Parent/Legal Guardian consent to such personal information being used to forward promotional information to the Participant and for the purposes of market research by Yamaha.

Signature_____

Witness_____