

Agreement of Acceptance of Risk, Release, Waiver and Indemnity

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Current Age: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (Province) (Postal Code)

Emergency Contact: \_\_\_\_\_  
(Name) (Phone Number(s))

For good and valuable consideration, including the payment by me to Moto 49 Inc. (hereinafter “Moto 49”) of the first of the monthly fee and the use by me of the Moto 49 facilities and tools (the “Activities”) and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

I acknowledge and agree that there are certain risks of damage to and loss of my property and injury to myself including, but not limited to death, which may arise from my voluntary participation in Activities.

I assume responsibility for any damage to or loss of my property and to injuries to myself, including death, in each case of any kind or nature whatsoever, which I may sustain or suffer as a result of participating in any Activities. I hereby release, waive and forever discharge Moto 49 and its partners, shareholders, directors, officers, employees and agents (“Representatives”) from any and all liability, claims, damages and losses arising out of any injury, death, damage or other loss of any kind whatsoever howsoever caused, including as a result of any act or omission of Moto 49 or any of its Representatives, that may be sustained by me or to any property belonging to me while participating in Activities.

I agree to and hereby indemnify you and your Representatives and will hold you and your Representatives harmless against any and all claims, loss or damage in connection with the Activities and my use of your premises, facilities and tools. This includes, without limitation:

1. damage to your premises, any of your property, your tools and anyone else’s property on your premises; and
2. any injury to any person or the death of any person to the extent caused or contributed to by me.

This Agreement shall be binding upon myself and my heirs, personal representatives, executors, trustees and administrators. This agreement shall be governed by the laws of the Province of Manitoba.

I hereby acknowledge that I am 18 years of age or older and I have read this Agreement of Acceptance of Risk, Release, Waiver and Indemnity and fully understand its terms and understand that I have given up rights by signing it and sign it freely and voluntarily without any inducement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_