



## **YOW Motorcycle Club**

### **GENERAL RELEASE AND WAIVER OF LIABILITY (the "Agreement") for Members and Non-Members**

Each of the Undersigned below, in consideration of other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each of the Undersigned,) and in consideration of being permitted to join and/or maintain membership in YOW Motorcycle Club ("YOW") and participate, or, if not a member of YOW, to participate, in activities organized, sponsored or endorsed by YOW involving the use of Motorcycles anywhere within Canada and/or the United States of America (the "Activities"), does hereby for himself or herself and his or her heirs, executors, estate trustees, legal representatives, successors and assigns, except as specifically hereinafter set forth, a) assumes all risks of participating in any one or more Activities or any part thereof arising in any manner whatsoever whether or not such risks were reasonably foreseeable and including but not limited to death or personal injury or damage to property from a negligent act or failure to act including but not limited to gross negligence and for damages in respect thereof whether direct, indirect or consequential, and b) for the aforesaid consideration, remises, releases and forever discharges YOW and each of YOW's members, officers, directors, as well as all employees, agents or other persons for whom any of YOW or any other Releasee may at law or in equity be responsible, and all other participants who have signed a form of Agreement in the terms hereof, organizers and volunteers in and at one or more Activities or any part thereof (all collectively referred to as the "Releasees"), from any and all actions, causes of actions, claims and demands, for damages, loss or injury, howsoever arising, which theretofore may have been or may thereafter be sustained by any of the Undersigned in consequence of being permitted to participate in any one or more Activities or any part thereof including all damage, loss and injury that may be unknown or unanticipated but which may arise at any time and all effects and consequences thereof. And for the said consideration each of the Undersigned further agree not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under the provisions of the Negligence Act of Ontario as it may be amended from time to time or any other similar legislation and/or any other Releasees discharged by this Agreement. Despite the foregoing, no risk is assumed and no Releasee, whether the Owner and/or Operator of a Motorcycle, shall be exempt from liability to any other Releasee arising as a result of the unlawful or negligent operation of a Motorcycle traveling to, from or attending any one or more Activities or any part thereof, in his or her capacity as an Owner and/or Operator of a Motorcycle. Unless each and every Releasee in any actual or intended action, claim or proceeding arising from alleged liability intended to be excluded by this Agreement are all ordinarily resident in the same state then this Agreement shall be applied and construed in accordance only with the laws of the Province of Ontario, Canada and if a Releasee commences any action or proceeding against any other Releasee, such action or proceeding shall only be brought in a court of competent jurisdiction within the Province of Ontario, Canada. In this Agreement: a) "Motorcycle" unless part of a name shall mean and include any motor vehicle; b), "Owner" means the owner of a Motorcycle operated or intended to be operated at any one or more Activities or any part thereof; and c) the singular shall include the plural and vice versa. This Agreement shall have the same force and effect as if signed and sealed by each of the Undersigned and delivered to each of the other Releasees. This Agreement shall be in force for one year from and including the date of execution by an Undersigned in respect of that Undersigned and thereafter shall renew automatically from year to year unless in respect of an Undersigned, that Undersigned shall notify YOW in writing at its address as posted on YOW's website that the Undersigned terminates its agreement hereunder which notice shall only be effective thirty (30) days after it has been received by YOW or, unless in the case of YOW, notice of termination is given or an amendment to the terms hereof are posted on its website in which case termination or the amendment shall be effective upon posting by YOW on the YOW website and in the case of an amendment, an Undersigned shall not then give notice of termination as aforesaid in response thereto within ten (10) days.

Your agreement to the above waiver is indicated by clicking the accept button on the registration form.