

PLEASE READ CAREFULLY BEFORE SIGNING

Adult and Minor Release Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to enter areas owned by or under the control of Nova Scotia Off Road Riders Association (NSORRA) YOU, your personal representatives, heirs, and next of kin agree to the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue, and other terms of this agreement (collectively this "Agreement") are entered into by me with and for the benefit of Nova Scotia Off Road Riders Association:

I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against and release from all liability and agree not to sue the Company, its shareholders, employees, instructors, independent contractors, subcontractors, volunteers, assistants, and agents (collectively the "Personnel") for any loss, property damage, expenses, or personal injury (including death) that I may suffer, or that my next of kin may suffer as a result of my being on any area owned by or under the control of NSORRA:

- a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances);
- b) Breach of any other duty imposed by law, including any duty imposed by occupiers' liability or other legislation,
- c) Breach of any contract; and
- d) Mistakes or errors in judgment of any kind on the part of the Personnel.

I agree to hold harmless and indemnify the Personnel from any and all liability for any loss, property damage and personal injury including death) to any third party resulting from my being permitted to enter areas owned by or under control of Nova Scotia Off Road Riders Association.

I AM AWARE THAT ANY AREAS OWNED BY OR UNDER THE CONTROL OF Nova Scotia Off Road Riders Association HAVE CERTAIN DANGERS AND INHERENT AND OTHER RISKS, SOME OF WHICH INCLUDE:

STEEP OR UNPREDICTABLE TERRAIN - where a fall or other injury may occur. Any areas can have dangerous obstacles and hazards. Some of these obstacles and hazards include rocks, crevasses, boulders, tree wells, tree stumps, forest deadfall, still and moving water, holes and depressions, and varying difficult seasonal conditions. These areas have dangerous man-made obstacles and hazards as well which may include roads, steep trails, fences, bridges, gates, and other structures. These areas may have not been travelled on previously and are not regularly patrolled or examined. I acknowledge I may become lost or separated from the Personnel or my companions because of weather, forested areas, or wild and rugged terrain;

WEATHER - weather conditions can be extreme and can change rapidly without warning;

ALL-TERRAIN VEHICLE OR OTHER MEANS OF MECHANIZED TRAVEL - additional risks are posed by mechanized travel in areas due to mechanical failure, operational error, and changeable weather conditions;

WILD AND/OR POISONOUS PLANTS, ANIMALS, AND INSECTS - which are unpredictable in nature and may affect or attack you;

ILLNESS - which may be caused by, among other things, exposure to COVID-19, altitude, untreated water, plants, or animals;

PROXIMITY OF MEDICAL CARE - which may not be readily available or effective; and

CHOICE AND USE OF EQUIPMENT - equipment may become faulty or fail or become inappropriate and not be replaceable or repairable.

I ACCEPT ALL THE DANGERS AND RISKS OF BEING PERMITTED ON AREAS OWNED BY OR UNDER THE CONTROL OF Nova Scotia Off Road Riders Association including without limitation the risks described above and the possibility of personal injury including death, property damage, loss or expenses resulting therefrom. I agree that, although the Personnel may take precautions to reduce the risks and increase the safety of areas owned by or under the control of Nova Scotia Off Road Riders Association it is not possible for the Personnel to make these areas completely safe or free from risk. I willingly accept all the risks and dangers of areas owned by or under the control of Nova Scotia Off Road Riders Association and I willingly agree to the terms of this Agreement even if the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in the conduct of any areas owned by or under the control of Nova Scotia Off Road Riders Association.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Personnel with respect to the safety of the areas owned by or under the control of Nova Scotia Off Road Riders Association. Other than what is set forth in this Agreement.

I AGREE that this waiver and the agreements it contains will be governed in all respects by and interpreted exclusively in accordance with the laws of the Province of Nova Scotia and I irrevocably attorn solely to the jurisdiction of the courts of the Province of Nova Scotia. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect. I confirm that I have read and understood this Agreement prior to signing it and that this Agreement will be binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my mental incapacity or death.

I AGREE to the use of my image, taken during races and awards ceremonies by NSORRA to used or published at their discretion for events or online content.

**I/WE HAVE READ THE ABOVE WAIVER AND RELEASE,
UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT,**

Rider's Signature

Parent/Legal Guardian's Signature

Rider Print Name

Parent/Guardian Print Name