



POLARIS WAVIER AND RELEASE OF LIABILITY/AGREEMENT TO INDEMNIFY

I, _____ ("Releasor"), represent that I am at least 18 years of age and that

I possess a valid driver's license issued by the province/state of _____. I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on a model specifically designed by manufacturer to carry a passenger and/or otherwise participate in the use, testing, and demonstration (the "Activities") of **Polaris Ranger 900 (ATVs)** (the "Products"). I expressly agree to use all safety equipment legally required when operating the Products and participating in the Activities, including a DOT approved helmet.

WARNING: DANGERS OF PARTICIPATION

I UNDERSTAND THAT THE ACTIVITIES AND USE OF THE POLARIS CAN BE DANGEROUS DEPENDING UPON HOW THEY ARE USED AND INVOLVE A VARIETY OF RISK, INCLUDING BY WAY OF EXAMPLE ONLY AND WITHOUT LIMITATION: TIPPING OVER, DIFFICULTY IN STEERING, PROBLEMS WITH HANDLING CHARACTERISTICS OF THE POLARIS, DIFFICULTY IN STOPPING STOPPING THE POLARIS, CRASHING THE POLARIS, FATIGUE, EXHAUSTION AND/OR SERIOUS PHYSICAL INJURY, INCLUDING BRAIN DAMAGE, PARALYSIS OR DEATH. FOR PROPER USE OF THE VEHICLE PLEASE REFER TO THE OPERATOR'S MANUAL.

1. ASSUMPTION OF RISK

I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE USING THE POLARIS OR PARTICIPATING IN THE ACTIVITIES. I hereby undertake and agree, while using the Polaris or participating in the Activities, to respect and comply with all applicable laws, rules and regulations governing the Polaris' use, to comply with directions and/or instructions given, including without limitation the content of the attached safety checklist. I shall be responsible for all fines, penalties, and property damage I may incur or cause to the Polaris, and personal injuries or property damage incurred by others as a result of my conduct and use of the Polaris or participating in Activities.

2. RULES OF PARTICIPATION AND FAMILIARITY WITH ATTACHED SAFETY CHECKLIST

I have familiarized myself with the rules applicable to use of the Polaris and am familiar with the attached Safety List (which is incorporated herein by reference). I agree to obey such rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.

3. NO ALCOHOL OR DRUG CONSUMPTION

I agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgement while using the Polaris or while engaged in the Activities.

4. WAVIER AND RELEASE OF LIABILITY

In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Pusher Inc., Terrance Martin, Tara Martin and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Activity, the Product, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or negligence, acts or omissions of the third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

5. SPECIFIC RELEASE/WAIVER OF UNKNOWN CLAIMS

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I know or believe to be true with respect to the Activity of the Polaris and the matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

6. INDEMNIFICATION

I hereby agree to indemnify, defend (with counsel satisfactory to BRP) and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorney's fees, which Released Parties may incur in any way related to my conduct, use of the Products, or my participation in the Activities.

7. RESPONSIBILITY FOR OPERATION BY MINOR

It is understood that, should I allow anyone other than myself to operate or use the Polaris, I agree to be fully and completely responsible for the safe use of the Product, and I will insure that they are at least 18 years old and that they have signed a Polaris Wavier and Release of Liability.

8. NO REPRESENTATIONS OR WARRANTIES BY RELEASED PARTIES

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities or equipment. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities and/or equipment.

9. ENTIRE AGREEMENT/SEVERABILITY

This Polaris Wavier/Release contains the entire agreement between me and the Released Parties, and the terms of this Polaris Wavier/Release are contractual. This Polaris Wavier/Release may not be modified in any way. If any part of this Polaris Wavier/Release is determined to be invalid by law, all other parts of this Polaris Wavier/Release shall remain valid and enforceable. This Polaris Wavier/Release shall be governed by the laws of the State of California (without regard to conflict of law provisions).

10. FULL UNDERSTANDING OF RELEASE AND WAIVER/NO COERCION

I, the undersigned, declare that I have fully read understood this final and complete Polaris Wavier and Release of Liability. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the Activity, Product, or any other matters, made by the Released Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.

Executed this _____ day of _____, 20____.

By _____ Name _____
(Signature of Releasor) (Print)

Witness _____ Name _____
(Signature) (Print)