



EVENT RELEASE FORM FOR ADULTS



Name of Event(s) _____ Date: _____

Location _____

DEALER _____

EMAIL (optional) _____

- THIS IS A RELEASE, READ BEFORE SIGNING -

The undersigned (on my own, and on behalf of my heirs, personal representatives, successors, and assigns), for and in consideration of the opportunity to participate in a "Ride", "Poker Run", "Rally", "Field Meet" or "Activity" and any other related H.O.G.[®] event or activity (hereinafter, the "**ACTIVITIES**") associated with, sponsored and/or conducted by Harley-Davidson Canada LP carrying on business as Harley Owners Group[®] of Canada, Harley-Davidson Motor Company Inc., their worldwide subsidiaries and affiliates, my Chapter, the Dealer, the event or location named above and any organizers, sponsors, officials, and volunteers; and their respective directors, officers, shareholders, employees, partners, affiliates, agents, representatives, successors, and assigns (all being collectively referred to hereafter as "**RELEASED PARTIES**") hereby irrevocably release and forever discharge the **RELEASED PARTIES** from any and all claims, demands, damages, rights, actions, causes of action, suits, debts, contracts, interest, costs, expenses of any kind whatsoever, howsoever arising, directly or indirectly, which I now have, or later may have against the **RELEASED PARTIES**, whether known or unknown, in law or in equity, in any way resulting from, arising out of, or in connection with my participation in any and all of the said **ACTIVITIES**.

Without limiting the foregoing, this Release extends to any and all claims I have or may have against the **RELEASED PARTIES**, whether or not such claims result from strict liability or negligence on the part of any or all of the **RELEASED PARTIES**, or from any action or inaction on my part, during the **ACTIVITIES**, or any claims with respect to the conditions, qualifications, instructions, rules, or procedures under which the **ACTIVITIES** are conducted, or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY RESULTING TO MYSELF OR OTHERS, OR MY PROPERTY OR THE PROPERTY OF OTHERS ARISING FROM, OR IN CONNECTION WITH, SAID **ACTIVITIES**.

In consideration of my being allowed to participate in the **ACTIVITIES** and my participation without a helmet if permitted by law for religious reasons, the requirements are set out in the **ACKNOWLEDGMENT OF HELMET EXEMPTION FOR SIKH RELIGION** section below, I agree to indemnify and hold harmless the **RELEASED PARTIES** from any and all liability, claims, causes of action, demands, damages, or any other forms of relief which might be made against any or all of the **RELEASED PARTIES** whatsoever, howsoever arising, directly or indirectly, out of, or in consequence of, my attendance at, or participation in, the **ACTIVITIES**.

I hereby warrant and represent that: in the event that I am operating a motorcycle during the **ACTIVITIES**, I am experienced in and familiar with the operation and riding of motorcycles and I hold a valid motorcycle operator's licence (Ontario Class "M or M2" licence or provincial equivalent), or in the event that I am a passenger on a motorcycle during the **ACTIVITIES**, I am experienced in and familiar with being a passenger on motorcycles; I fully understand the risks and dangers inherent in motorcycling; and I am the age of majority in the Province or Territory that the **ACTIVITIES** are located in. I am voluntarily participating in the **ACTIVITIES** and I expressly agree to assume the entire risk of any accident, personal injury, including death, property damage, or any other harm which I may suffer as a result of my participation in the **ACTIVITIES**, notwithstanding any prevailing weather, road or other conditions, and any other factors which may impact or affect in any way the conduct of the **ACTIVITIES** or my participation therein.

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE AND THAT I FULLY UNDERSTAND IT, AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES. I FURTHER UNDERSTAND AND AM AWARE THAT BY SIGNING

THIS RELEASE I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND I MAY HAVE AGAINST THE RELEASED PARTIES EITHER INDIVIDUALLY OR COLLECTIVELY.

FOR THE RIDER'S OWN SAFETY, PROPER RIDING ATTIRE IS REQUIRED BEFORE AN INDIVIDUAL WILL BE PERMITTED TO PARTICIPATE IN THE ACTIVITIES. THIS INCLUDES HELMETS (SUBJECT TO EXEMPTION UNDER APPLICABLE LAWS).

ACKNOWLEDGMENT OF HELMET EXEMPTION FOR SIKH RELIGION

BC, MANITOBA, ALBERTA, AND ONTARIO ONLY: Are you a person who practices the Sikh religion and habitually wears a turban? Yes No

Do you qualify for and wish to be exempt from the use of a motorcycle helmet during the Activities?
Yes No

if "Yes" to both, in British Columbia, I acknowledge that I am a person practicing the Sikh religion who has unshorn hair and habitually wears a turban composed of more than 5 square meters of fabric and thereby exercise my right not to wear a helmet under regulation 237/99 to the British Columbia Motor Vehicle Act.

if "Yes" to both, in Manitoba, I acknowledge that I am a bona-fide member of the Sikh religion and thereby exercise my right not to wear a helmet under regulation 167/2000 to the Manitoba Highway Act.

if "Yes" to both, in Alberta, I acknowledge that I am a bona-fide member of the Sikh religion and thereby exercise my right not to wear a helmet under regulation 122/2009 to the Alberta Traffic Safety Act.

If "Yes" to both, in Ontario, I acknowledge that I am a bona-fide member of the Sikh religion who has unshorn hair and habitually wears a turban composed of 5 or more square meters of cloth and thereby exercise my right not to wear a helmet under section 104.1 of the Ontario Highway Traffic Act, as amended by the Highway Traffic Amendment Act (Helmet Exemption for Sikh Motorcyclists), 2018.

AS A MEMBER OR GUEST OF THE CHAPTER, I AM FULLY AWARE THAT THERE IS A "ZERO ALCOHOL TOLERANCE POLICY". I UNDERSTAND AND ACCEPT THAT IN CONSUMING ANY ALCOHOL DURING ANY CHAPTER RIDING EVENT OR ACTIVITY, IT WILL NULLIFY MY COVERAGE UNDER THE CHAPTER LIABILITY INSURANCE POLICY. I ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE AND ACCOUNTABLE AS AN INDIVIDUAL FOR MY ACTIONS, AND HEREBY AGREE TO ADHERE TO THIS POLICY DURING THE COURSE OF ANY CHAPTER RIDING EVENT AND ACTIVITY IN WHICH I AM A PARTICIPANT.

Signature

Date

Print Name

Emergency Contact

Address

Emergency Contact Telephone Number

City

Prov/State

P.C. / Zip

CONSENT TO RECEIPT OF COMMERCIAL ELECTRONIC MESSAGES FOR CANADA’S ANTI SPAM LEGISLATION:

By checking this box I agree to receive communications, including electronic communications from Harley-Davidson® Canada LP (“HD”) and any affiliate or contractor thereof, Harley-Davidson Owner’s Group® of the United States and Canada (“HOG”), Harley-Davidson Motor Company, Inc. (USA), Harley-Davidson Financial Services, Inc. (USA), Harley-Davidson Financial Services Canada, Inc., and authorized Canadian Harley-Davidson® dealers (collectively, the “Users”) regarding products, services, programs, contests, social media content, blogs, newsletters, research, marketing and promotional offers. I understand that I can withdraw my consent by contacting the Privacy Officer at DataPrivacy@Harley-Davidson.com OR Harley-Davidson Customer Care at 1-800-258-2464.

PRIVACY AND MARKETING CONSENT:

By completing this application and Release I recognize and understand and agree that Harley-Davidson® Canada LP may collect my personal information for itself and on behalf of its affiliates and its authorized dealers. I understand that they may disclose my personal information among them, and that my personal information may be used by its affiliates and its authorized dealers for purposes connected with my HOG® membership and for other general marketing and promotional purposes.

I further recognize and understand that Harley-Davidson® Canada LP, its affiliates or its authorized dealers, may disclose my personal information to third party service providers to deliver services to me that I have requested, such as delivery of publications, or materials about third party programs offered to chapter members and event attendees. I also agree that my personal information may be used to better understand the members and associate members and improve the Users’ products and services. I understand that my information may be transferred and stored outside of Canada (whereby it will be treated in accordance with applicable foreign laws) as required for storage and use by Harley-Davidson® Canada LP, its affiliates and its authorized dealers. I acknowledge that a file containing my personal information will be maintained in a hard or electronic file at the Users’ premises and will be used for the purposes identified above, or other purposes with my consent or as permitted or required by law.

I understand that I may (i) request access to or correction of my personal information in the custody or control of Harley-Davidson® Canada LP, its affiliates or its authorized dealers; or (ii) ask any questions (including those with respect to Harley-Davidson® Canada LP, its affiliates or its authorized dealers’ use of service providers outside of Canada); or (iii) withdraw my consent at any time, by contacting the Privacy Officer at DataPrivacy@Harley-Davidson.com OR Harley-Davidson Customer Care at 1-800-258-2464 OR 100 New Park Place, Suite 330, Vaughan, ON L4K 0H9. A copy of the complete Harley-Davidson Canada LP privacy policy is available from our Privacy Officer or may be found at http://www.harley-davidson.com/content/h-d/en_CA/footer/utility/privacy-policy.html.