



## EVENT RELEASE FORM FOR A MINOR



Name of Event(s) \_\_\_\_\_ Date: \_\_\_\_\_

Location \_\_\_\_\_

DEALER \_\_\_\_\_

Email (optional) \_\_\_\_\_

### – THIS IS A RELEASE, READ BEFORE SIGNING –

I/we, the undersigned (on my/our own, and on behalf of my/our heirs, personal representatives, successors, and assigns), in my/our capacity as the parent(s)/guardian(s) having full legal responsibility for decisions regarding my/our minor child, and for and in consideration of allowing my/our minor child to participate in, without limitation, a “Ride”, “Poker Run”, “Rally”, “Field Meet”, 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/our Chapter, or my/our minor child’s 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, which I/we or my/our minor child now have, or later may have, against the **RELEASED PARTIES**, howsoever arising, directly or indirectly, whether known or unknown, in law or in equity, in any way resulting from, arising out of, or in connection with, the participation by my/our minor child in any and all **ACTIVITIES**.

Without limiting the foregoing, this Release extends to any and all claims that I/we or my/our minor child 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/our 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/WE UNDERSTAND THAT THIS MEANS THAT I/WE AND MY/OUR MINOR CHILD AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY RESULTING TO MY/OUR MINOR CHILD OR OTHERS, OR MY/OUR MINOR CHILD’S PROPERTY OR THE PROPERTY OF OTHERS ARISING FROM, OR IN CONNECTION WITH, SAID **ACTIVITIES**.

In consideration of my/our minor child being allowed to participate in the **ACTIVITIES** and my/our minor child’s 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/we 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/our minor child’s attendance at, or participation in, the **ACTIVITIES**.

I/we hereby warrant and represent that: I/we are the parent(s)/guardian(s) having full legal responsibility for decisions regarding my/our minor child; in the event that my/our minor child is operating a motorcycle during the **ACTIVITIES**, he/she is experienced in, and familiar with, the operation and riding of motorcycles, or in the event that my/our minor child is a passenger on a motorcycle during the **ACTIVITIES**, he/she is experienced in, and familiar with, being a passenger on motorcycles; in the event that my/our minor child is operating a motorcycle during the **ACTIVITIES**, he/she holds a valid motorcycle operator’s licence (Ontario Class “M or M2” licence or provincial equivalent); and that I/we accept and fully understand, on behalf of myself/ourselves and my/our minor child, the risks and dangers inherent in motorcycling. My/our minor child is voluntarily

participating in the **ACTIVITIES**, and I/we expressly agree, on behalf of myself/ourselves and my/our minor child, to assume the entire risk of any accident, personal injury, including death, damage to property or any other harm which my/our minor child may suffer as a result of 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/our minor child's participation therein. I/we understand, and will instruct my/our minor child that all applicable rules for participation in the **ACTIVITIES** must be followed and that at all times the sole responsibility for personal safety remains with my/our minor child.

**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:** Is your minor child a person who practices the Sikh religion and habitually wears a turban? Yes  No

Does your minor child 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/we acknowledge that my/our minor child is 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 his/her right not to wear a helmet under regulation 237/99 to the British Columbia Motor Vehicle Act.

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

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

**if "Yes" to both, in Ontario,** I/we acknowledge that my/our minor child is 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 his/her right not to wear a helmet under section 104.1 of the Ontario Highway Traffic Act, as amended the Highway Traffic Amendment Act (Helmet Exemption for Sikh Motorcyclists), 2018.

**BY SIGNING THIS RELEASE, I/WE CERTIFY THAT I/WE HAVE READ THIS RELEASE AND THAT I/WE FULLY UNDERSTAND IT, AND THAT I/WE AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES. I/WE FURTHER UNDERSTAND AND ARE AWARE THAT BY SIGNING THIS RELEASE I/WE ARE WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY/OUR MINOR CHILD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND I/WE MAY HAVE AGAINST THE RELEASED PARTIES EITHER INDIVIDUALLY OR COLLECTIVELY.**

\_\_\_\_\_  
PRINTED NAME OF CHILD

\_\_\_\_\_  
CHILD'S DATE OF BIRTH

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT/GUARDIAN

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

ADDRESS (of Parent/Guardian) \_\_\_\_\_

CITY \_\_\_\_\_ PROV. \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

For emergency purposes:

---

Contact Tel. #

---

## EMERGENCY CONTACT

### **CONSENT TO RECEIPT OF COMMERCIAL ELECTRONIC MESSAGES FOR CANADA'S ANTI SPAM LEGISLATION:**

By checking this box I, and on behalf of my minor child, 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](mailto: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 and my minor child's (collectively "our") 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 our 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 our personal information to third party service providers to deliver services to us that we 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 and my minor child's personal information may be used to better understand the members and associate members and improve the Users' products and services. I understand that our 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 our 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 we may (i) request access to or correction of our 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 our consent at any time, by contacting the Privacy Officer at [DataPrivacy@Harley-Davidson.com](mailto: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](http://www.harley-davidson.com/content/h-d/en_CA/footer/utility/privacy-policy.html).