

CHAPTER EVENT RELEASE FORM FOR A MINOR

CANADIAN VERSION



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/or any related HOG® event or any other activity (hereinafter, the "**ACTIVITIES**") associated with, sponsored and/or conducted by Harley-Davidson Canada LP, Harley-Davidson Inc., Harley-Davidson Motor Company Inc., their worldwide subsidiaries and affiliates, 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**.

I/we understand (and consent to on my/our own and on behalf of my/our minor child) that I/we or my/our minor child may be photographed, filmed, videotaped, interviewed, or otherwise recorded while at or participating in **ACTIVITIES** ("Recordings") and that any Recordings may be modified, distributed, transmitted, streamed, broadcasted, displayed, reproduced, or otherwise used or provided by any **RELEASED PARTIES**. In the event that I/we or my/our child provide any of our personal information (such as any of our names), I/we (on my/our own and on behalf of my/our minor child) consent to the use of such personal information in or for any Recordings.

Furthermore, 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** arising out of or in connection with Recordings and any use thereof, including, but not limited to, any and all claims on name, image, likeness, rights of publicity, copyrights, moral rights, invasion of privacy, defamation, libel, or slander. I/we (on my/our own and on behalf of my/our minor child) waive any moral rights in Recordings and any right of inspection or approval of Recordings.

I/we understand that I/we and my/our minor child do not have any ownership in any Recordings recorded, directly or indirectly, by any **RELEASED PARTIES** and do not have any right or claim to any royalty, payment, or other compensation from **RELEASED PARTIES** arising out of or in connection with any Recordings. In the event I/we or my/our minor child provide, directly or indirectly, any Recordings to any **RELEASED PARTIES**, I/we (on my/our own and on behalf of my/our minor child) hereby grant to such **RELEASED PARTIES** a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable license to use, reproduce, transmit, distribute, modify, run, copy, publicly perform or display, translate, or create derivative works of such Recordings.

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In consideration of my/our minor child being allowed to participate in the **ACTIVITIES**, 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**. Without limiting the foregoing, the indemnification and hold harmless obligations owed to **RELEASED PARTIES** extends to my/our minor child's participation in **ACTIVITIES** without a helmet if permitted by law.

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).

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 ARE 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

ADDRESS (OF PARENT/GUARDIAN)

CITY: _____ **PROV:** _____ **POSTAL CODE:** _____

FOR EMERGENCY PURPOSES

EMERGENCY CONTACT

CONTACT PHONE NUMBER

I/we agree that electronic signatures affixed to this Release shall have the same legal effect as original signatures.

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, Harley-Davidson Canada Inc., and any affiliate or contractor thereof, Harley Owners 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 / Harley-Davidson Canada Inc. 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, Harley-Davidson Canada Inc., their affiliates or their 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, Harley-Davidson Canada Inc., their affiliates and their 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, Harley-Davidson Canada Inc., their affiliates or their authorized dealers; or (ii) ask any questions (including those with respect to Harley-Davidson Canada LP, Harley-Davidson Canada Inc., their affiliates or their 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 OR Harley-Davidson Customer Care at 1-800-258-2464 OR 675 Cochrane Drive, East Tower 6th Floor, Markham, ON L3R 0B8. A copy of the complete Harley-Davidson Canada privacy policy is available from our Privacy Officer or may be found at <https://www.harley-davidson.com/ca/en/footer/utility/privacy-policy.html>.