CHAPTER MEMBERSHIP ENROLMENT & RELEASE FORM FOR ADULTS

CANADIAN VERSION

2027 HOG

CHAPTER NAME: Freedom HOG Chapter #9983 Ottawa Ontario ("CHAPTER")

MEMBER NAME: _____ **PHONE #:** _____

ADDRESS: _____

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

EMAIL: _____

NATIONAL HOG® MEMBERSHIP #: _____

EXPIRATION DATE OF NATIONAL HOG® MEMBERSHIP: _____

DEALER: Freedom Harley Davidson® of Ottawa ("SPONSORING DEALER")

SPONSORING DEALER ADDRESS AND PHONE #: 1963 Merivale Rd. Nepean, ON K2G 1G1 613-736-8899

– THIS IS A RELEASE, READ BEFORE SIGNING –

I, the undersigned, (on my own, and on behalf of my heirs, personal representatives, successors, and assigns), for and in consideration of the opportunity to be a HOG® Chapter member and participate in HOG® Chapter events and related activities do hereby irrevocably release and forever discharge, Harley-Davidson Canada LP, Harley-Davidson Canada Inc., Harley-Davidson Motor Company Inc., their worldwide subsidiaries and affiliates, the Chapter, the Sponsoring Dealer and any other 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**"), from any and all claims, demands, damages, rights, actions, causes of action, suits, debts, contracts, interest, costs, expenses of any kind whatsoever, which I 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 my participation in any and all HOG® or HOG® Chapter events or activities (the "**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**.

I understand (and consent to on my/our own) that I 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 provide any of my personal information (such as my name) in or for any Recordings, I 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 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 waive any moral rights in Recordings and any right of inspection or approval of Recordings.

I understand that I 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 provide, directly or indirectly, any Recordings to any **RELEASED PARTIES**, I 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 being allowed to participate in the **ACTIVITIES**, 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, damage to property, 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 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.

AS A MEMBER OF A CHAPTER, I AM FULLY AWARE THAT THERE IS A "ZERO TOLERANCE POLICY FOR DRUGS, INCLUDING BUT NOT LIMITED TO CANNABIS OR ALCOHOL". I UNDERSTAND AND ACCEPT THAT IN CONSUMING INTOXICANT DURING ANY RIDING EVENT OR OTHER ACTIVITY, IT WILL NULLIFY MY COVERAGE UNDER THE ANY APPLICABLE 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 RIDING EVENT OR OTHER ACTIVITY IN WHICH I AM A PARTICIPANT.

I have read the Charter for HOG® Chapters and hereby agree to abide by it as a member of the Chapter.

MEMBER SIGNATURE _____ **PRINTED NAME OF MEMBER** _____

LOCAL DUES PAID _____ **DATE** _____

(Dues not to exceed maximum amount prescribed in "Charter for HOG® Chapters" as contained in the HOG® Chapter Handbook.)

I agree that an electronic signature affixed to this Release shall have the same legal effect as an original signature.

Dues Paid: ☐ **$20 Single or $25 Family**

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

By providing my email address above and checking the Yes box below, I agree to receive communications, including electronic communications, from Harley-Davidson Canada LP, Harley-Davidson Canada Inc., Harley- Davidson Motor Company Inc., their worldwide affiliates and assignees, authorized Canadian Harley-Davidson dealers and other vendors (collectively the "Users") regarding Harley-Davidson branded products, services, programs, contests, and promotional offers. I understand that I may withdraw my consent at any time by contacting Customer Care at 1-800-258-2464 OR 675 Cochrane Drive, East Tower 6th Floor, Markham, ON L3R 0B8.

Do you agree to receive electronic communications?

Yes, I agree to receive electronic communications.

No, I do not agree to receive electronic communications.

PRIVACY AND MARKETING CONSENT:

By completing this application and Release I recognize and understand that Harley-Davidson Canada LP / Harley-Davidson Canada Inc. is collecting my personal information for itself and on behalf of the Users. I understand that they may disclose my personal information among them, and that our personal information may be used by the Users for purposes connected with my HOG® membership and for other general marketing and promotional purposes. I further recognize that the Users 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 personal information may be used to better understand the members and associates members and improve the Users' products and services. I understand that our information may be transferred outside of Canada (whereby it will be treated in accordance with applicable foreign laws) as required for storage and use by the Users. 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.

You may withdraw your consent at any time by contacting the Privacy Officer at DataPrivacy@Harley-Davidson.com 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.

Do you agree to be contacted for marketing and research purposes?

Yes, I do wish to receive communications and be contacted for research purposes.

No, I do not wish to receive communications and be contacted for research purposes.

RETURN THIS FORM TO YOUR CHAPTER

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