

RELEASE OF LIABILITY, WAIVER OF CLAIMS,

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

BY ENTERING THIS PROPERTY OR PARTICIPATING IN ANY OF THE COMPANY'S EVENTS YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: Otoy Sports Inc., OtoMoto., and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

ASSUMPTION OF RISKS

I am aware that working with tools, working with motor vehicles, riding motorcycles or motor vehicles and participating in lessons, clinics and sessions, rides, events involve many risks, dangers and hazards including, but not limited to: using tools or machinery, riding and moving machinery or vehicles; changing weather conditions; acts of god; lack of maintenance; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or natural roads; variable and difficult conditions; streams, creeks, and exposed holes on the floor; cliffs; crevasses; roads, road-banks or cut-banks; walls, fences, other motorcycles, mechanical equipment, scooters, ATVs, snowmobiles or other vehicles, equipment or structures; collision with other persons; loss of balance or control; slips, trips and falls; dangers and hazards including the risk of sustaining personal injury. Such injuries include but are not limited to muscular injuries, soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head injuries, facial eye and/or dental injuries, other severe injuries such as paralysis or death; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the campus area and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

I understand and acknowledge that in addition to the conditions of the campus area, I am at risk for serious injury or death due to my inexperience and inability to operate machinery, tools, motorcycles; the inexperience and inability of other students to operate a motorcycles, machinery, tools, the malfunctioning or misuse of any motorcycle, tool, machinery, facility used or operated by myself or other facility user, and the failure of the OtoMoto to safeguard me from the risk, hazards and dangers associated with the use of the campus or participation in an off campus event including but not limited to the negligence or other failure on the part of OtoMoto to train and instruct me in the operation of the tools, machinery, motorcycle, facility. By participating or attending, I am voluntarily accepting the risks identified above and assuming all responsibility for any and all injuries, including death that I may sustain during, because of,

arising out of, in connection with or in relation to my participation or attendance to the facility or event.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Membership Pass and permitting my use of the tools, mechanic workshop, living spaces, photo studio, race courses, restaurants, day lodge, parking, events and rides, access roads and other campus area facilities (hereinafter "the facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of or my presence on the facilities or travel beyond the ski area boundary DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE Occupiers' Liability Act, R.S.O. 1990, c. O.2 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities or travel beyond the campus area boundary;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario, and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of utilizing the facility other than what is set forth in this Agreement.

The Membership Pass issued to the Pass holder is the property of **OtoMoto., or Otoy Sports Inc.** and is not transferable, not for resale and is revocable for misconduct or breach of the Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY ENTERING THIS PROPERTY, I HAVE READ, UNDERSTOOD, AGREED AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.