

# **Demo Participation Waiver and Release**

As the participant in an event where I will make use of a recreational vehicle (the "**Product**") made available by Taiga Motors Inc. or one of its affiliates ("**Taiga**") or one of its service providers, I represent that I have reached the age of majority in the location where this Waiver and Release of Liability ("**Waiver**") is signed or that I am the parent or legal guardian of the Participant who has not reached the age of majority in the location where this Waiver is signed and therefore signing this Waiver on Participant's behalf. This document refers to the participant in the first person or as the Participant.

I represent that I possess a valid license or permit, and/or satisfy the requisite educational requirements including but not limited to boating safety, for the use of the Product (if required in the location where the Product is used) and meet all applicable requirements to operate the Product. I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on a product specifically designed by the manufacturer to carry a passenger and/or otherwise participate in the use, testing, and demonstration of the Product (the "**Activities**"). I expressly agree to use all safety equipment legally required when operating the Products and participating in the Activities, including a DOT approved helmet or lifejacket (if applicable).

## **WARNING: DANGERS OF PARTICIPATION**

**I UNDERSTAND THAT THE ACTIVITIES AND USE OF THE PRODUCTS CAN BE DANGEROUS EVEN WITH PROPER OPERATION AND INVOLVE A VARIETY OF RISKS, INCLUDING BY WAY OF EXAMPLE ONLY AND WITHOUT LIMITATION: TIPPING/ROLLING OVER, DIFFICULTY IN STEERING, PROBLEMS WITH HANDLING CHARACTERISTICS OF THE PRODUCTS, DIFFICULTY IN STOPPING THE PRODUCTS, CRASHING THE PRODUCTS, FATIGUE, EXHAUSTION AND/OR SERIOUS PHYSICAL INJURY, INCLUDING BRAIN DAMAGE, PARALYSIS OR DEATH.**

### **1. ASSUMPTION OF RISK**

**I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE USING THE PRODUCTS OR PARTICIPATING IN THE ACTIVITIES.** I hereby undertake and agree, while using the Product or participating in the Activities, to respect and comply with all applicable laws, rules and regulations governing the Product's use, to comply with directions and/or instructions given. I shall be responsible for all fines, penalties, and property damage I may incur or cause to the Products, and personal injuries or property damage incurred by others as a result of my conduct and use of the Products or participating in the Activities.

### **2. RULES OF PARTICIPATION AND FAMILIARITY**

Prior to participating in the Activities, I will have read and familiarized myself with the rules and instructions applicable to use of the Products, which I hereby acknowledge and agree to obey at all time during the Activities.

### **3. NO ALCOHOL OR DRUG CONSUMPTION**

I hereby agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment while using the Products or while engaged in the Activities.

### **4. WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in the Activities, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Taiga Motors Inc. and its affiliates located and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the activities, the Products, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

## **5. SPECIFIC RELEASE/WAIVER OF UNKNOWN CLAIMS**

I understand that I may later discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activities or the Products and the matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

## **6. INDEMNIFICATION**

I hereby agree to indemnify, defend (with counsel satisfactory to Released Parties) and hold harmless the Released Parties against any and all third-party claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur in any way related to my conduct, use of the Products, or my participation in the Activities.

## **7. RESPONSIBILITY**

It is understood that, should I allow anyone other than myself to operate or use the Products, I agree to be fully and completely responsible for the safe use of the Products, and I will ensure that they have signed a Waiver and Release of Liability. All passengers must also sign a Waiver and Release of Liability.

## **8. NO REPRESENTATIONS OR WARRANTIES BY RELEASED PARTIES**

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of the Product and the nature of the Activities. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the above.

## **9. ENTIRE AGREEMENT/SEVERABILITY**

This Waiver contains the entire agreement between me and the Released Parties, and the terms of this Waiver are contractual. If any part of this Waiver is determined to be invalid by law, all other parts of this Waiver shall remain valid and enforceable. This Waiver shall be governed by the laws of the Province of Quebec.

## **10. PERSONAL INFORMATION**

I voluntarily and knowingly allow Taiga to collect my name, postal address, email address and phone number so that they may contact me for in relation to the Activities. I consent to Taiga's processing of my personal data in accordance with Taiga's Privacy Policy available at <https://www.taigamotors.com/legal#privacy>.

## **11. FULL UNDERSTANDING OF RELEASE AND WAIVER/ NO COERCION**

I declare that I have fully read and understood this final and complete Waiver. **I declare that I have not been influenced to any extent whatever in making this Waiver by any representations or statements regarding the Activities, Products, or any other matters, made by the Released Parties and understand that I am**

**giving up substantial rights by signing it and do so voluntarily.**

## **12. USE OF IMAGE**

I acknowledge that the Activities may include production of media content, including photography, videography and written content. **If I do not agree with the below license, I am required to inform Taiga on the day of the Activities so that appropriate measures can be taken to ensure that I am not featured in any content.**

For good and valuable consideration, receipt and sufficiency of which is acknowledged, I grant to Taiga Motors Inc., its subsidiaries and affiliates (collectively "Taiga") the irrevocable and sublicensable right and license to reproduce, copy, modify, display, distribute, perform, broadcast, transmit, create derivatives from, and otherwise use in perpetuity my likeness, voice, image, quotes, name in whole or in part in media created during the Activities (collectively called the "Works"). This right and license is without restriction of territory, media or otherwise. I agree that no use of the Works need be submitted to me for any approval and that I will not hold Taiga, or anyone who receives permission from Taiga, liable from use, reproduction, display, and distribution of the Works in accordance with the terms hereof, including any claims of defamation, invasion of privacy or violation/infringement of rights of publicity. I hereby release Taiga from any claims and/or damages that may arise regarding the use, reproduction, display, and distribution of my image, name, voice, words and/or likeness including any claims of defamation, invasion of privacy or violation/infringement of rights of publicity.