

ASSUMPTION OF RISKS, RELEASE & WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT (Agreement*)

THIS IS AN IMPORTANT LEGAL DOCUMENT

I _____ (print name), referred to hereafter as “I” or the “Customer” have been provided with an opportunity to review this Agreement, and I understand and acknowledge that by signing this Agreement I am waiving certain legal rights that I may have against “HB Cycle and Outdoor Center”, including the right to sue for any and all claims or matters of action that may arise as a result of HB Cycle and Outdoor Center’s installation or the Customer’s use of the “Tires” if the aforementioned Tires are not supplied by HB Cycle and Outdoor Center.

(Initials of Customer)

A. INTERPRETATION

In this Agreement,

a) “Tires” includes any and all types of tubed type tires and tubeless tires installed by HB Cycle and Outdoor Center.

b) “HB Cycle and Outdoor Center” includes the corporation legally known as 926616 ONTARIO LIMITED, and operating as HB Cycle and Outdoor Center, its directors, members, trustees, agents, representatives, officers, organizers, contractors, sub-committees, sponsors, licensors, servants, employees, volunteers, and any instrumentalities who are involved in the installation of the Tires (collectively “HB Cycle and Outdoor Center”):

B. ASSUMPTION OF RISK

I understand and acknowledge that there are risks and hazards inherent in the installation and use of the Tires. I agree that by signing this Agreement I am assuming any and all risks associated with use of the Tires, including all risks involved with the use/misuse of Tires installed by HB Cycle and Outdoor Center and any risks that may arise as a result of faulty or defective tires. I understand that HB Cycle and Outdoor Center does not inspect or provide any warranty or representation as to safety or quality of Tires that are not supplied directly to the Customer by HB Cycle and Outdoor Center. I understand and acknowledge that the risks associated with the installation and use/misuse of the Tires may include the risk of loss, damage to self or property, and injury, including but not limited to personal injury and death, that may occur to me, regardless of whether such loss, damage, or injury is the result of negligence on the part of HB Cycle and Outdoor Center and its affiliates, or any other cause.

C. RELEASE & WAIVER OF LIABILITY

By signing this Agreement, I agree to forever release all claims against HB Cycle and Outdoor Center and its affiliates related to the installation of the Tires and any use/misuse of the Tires. I agree to waive and absolve HB Cycle and Outdoor Center from all liability or responsibility whatsoever for all damages and injury caused, including personal injury, property damage of wrongful death however caused, including, but not limited to the negligence of HB Cycle and Outdoor Center, or any claims in contract or statute. I agree that this release and waiver of liability shall be binding on my heirs and assigns and shall constitute an absolute bar to any proceeding I may initiate as a result of the installation of Tires, any use/misuse of the Tires, or any negligence that may arise on behalf of HB Cycle and Outdoor Center.

D. INDEMNIFICATION OF HB Cycle and Outdoor Center

By signing this Agreement, I agree that should any claim be made in respect of the installation or use/misuse of the Tires, whether such claim is initiated by the Customer or a third-party, I will indemnify and hold harmless HB Cycle and Outdoor Center against such claim. I understand that this indemnification extends to all affiliates of HB Cycle and Outdoor Center as defined in section A of this Agreement. I acknowledge that this indemnification includes any and all negligence on behalf of HB Cycle and Outdoor Center and agree to indemnify and hold harmless notwithstanding that negligence may arise. I agree that should I or a third party initiate a claim which necessitates HB Cycle and Outdoor Center engaging legal representation I shall be responsible for any and all legal expenses and fees incurred by HB Cycle and Outdoor Center in responding to such claim.

E. GENERAL

This agreement shall be governed by the Laws of the Province of Ontario. The City of Kawartha Lakes, Ontario shall be the venue for any claim related to the installation or use/misuse of the Tires.

I understand and agree that I have been provided with an opportunity to withdraw from the service of installation of the Tires should I not agree to the terms of this agreement.

Should a term of this Agreement be found invalid or unenforceable by a court, tribunal, or other adjudicative body, such invalid or unenforceable portion of this Agreement shall be severed, and the remainder of this Agreement shall be enforceable.

I CONFIRM I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE TERMS.

Name and signature of Customer

Date

Name and signature of witness

Date

By signing this Agreement, I declare that I am 18 years of age or older (and have proof of age) and am competent to sign this waiver.