Ontario REALTORS Care® Foundation - **Motorcycle Ride**

July 11th, 2018 • Oshawa, Ontario to Kingston, Ontario

RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Release")

PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE YOU ARE GIVING UP LEGAL RIGHTS THAT YOU OR YOUR HEIRS, NEXT OF KIN OR LEGAL REPRESENTATIVES MAY HAVE AGAINST THE OREA PARTIES.

TO: The Ontario REALTORS Care® Foundation and the Ontario Real Estate Association and their respective officers, directors, members, agents and employees and each of their respective heirs, personal representatives and successors and assigns (collectively "**OREA Parties**").

RE: Ontario REALTORS Care® Foundation - motorcycle ride from Oshawa to Kingston scheduled for July 11th, 2018 (or as same may be rescheduled) sponsored by the Ontario REALTORS Care® Foundation and any related events or activities (the "Event")

In consideration of being permitted to participate as a driver or passenger in the Event (as defined above) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I hereby agree as follows:

I HEREBY WAIVE ANY AND ALL CLAIMS that I have or may in the future have against any and all of the OREA Parties as a result of, arising out of or in connection with any aspect of my participation in the Event.

I HEREBY RELEASE the OREA Parties from any loss, damage, expense or injury, to or involving my property or person (including death) that I may suffer during my participation in the Event, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care on the part of any of the OREA Parties notwithstanding that such loss, damage, expense or injury results from, arises out of or is connected with any vehicles operated as part of the Event or the conditions, qualifications, instructions, rules or procedures under which the Event is conducted; and

TO HOLD HARMLESS AND INDEMNIFY the OREA Parties from any and all liability for any property damage, personal injury (including death) or health risks to me or any third party resulting from my participation in the Event howsoever caused and notwithstanding that any such liability results from, arises out of or is connected with any negligence, breach of contract or breach of any statutory or other duty of care on the part of any of the OREA Parties.

I also agree and acknowledge that: (a) I am voluntarily participating in the Event and expressly agree to assume all risks of any accidents or personal injury, including death, which I might suffer as a result of my participation in the Event and understand that by signing this Release I am agreeing, among other things, not to sue any of the OREA Parties; (b) I fully understand the risks and dangers inherent in motorcycling including, without limitation, the risks imposed by other users of the road as well as road, weather and other conditions; (c) the Event is over a long and unsupervised route and that each driver and passenger will be solely responsible for determining whether road, weather or equipment conditions or other factors, all of which may change without warning, warrant a temporary or permanent withdrawal from the Event; (d) I am solely responsible for deciding on the route that I take for this Event ("my route") and expressly agree to assume the entire risk associated with proceeding on my route; **(e) by signing this Release, I certify that I have read this Release carefully and fully understand it and that I am not relying on any statements or representations of the OREA Parties in providing this Release and that this Release shall be binding upon me and my heirs, administrators and legal representatives, successors and assigns;** (f) the Ontario REALTORS Care® Foundation reserves the right to cancel or modify the Event at any time without liability on its part; (g) personal information contained in this Release shall be used for the purpose of identifying Event participants and emergency contact information may be used in case of an emergency during the Event and that this information may be retained for two years following the Event; (h) driver participants are solely responsible for obtaining and maintaining all motor vehicle permit(s) and insurance and current valid driver's license to operate a motorcycle required in any jurisdiction through which the Event route passes; (i) each driver participant shall be solely responsible for knowing the "rules of the road" of each jurisdiction through which the Event route passes and shall be solely responsible for all traffic tickets they receive; and (j) this Release shall be governed by the laws of Ontario and any litigation relating to this Release or the Event shall be brought within Ontario.

You may rely on an electronically transmitted signed copy of this Release as if it were an originally signed copy.

Driver's Signature: _____

Driver's Name: _____
(Please Print)

Driver's Address: _____

Date Signed: _____

Emergency Contact
Name(s) & Telephone
Number(s) for Driver: _____

Email Address: _____

Phone Number: _____

Passenger's Signature: _____

Passenger's Name: _____
(Please Print)

Passenger's Address: _____

Date Signed: _____

Emergency Contact
Name(s) & Telephone
Number(s) for Passenger: _____

Email Address: _____

Phone Number: _____

Please submit your RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Release") as follows:
By fax to (416) 445-2644 (attn: Stephanie O'Brien) or by e-mail to stephanie@orea.com
Ontario REALTORS Care® Foundation, 99 Duncan Mill Rd., Don Mills, ON M3B 1Z2
Tel: (416) 445-9910 ext. 377

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