

Release and Waiver of Liability, Assumption of Risk and Indemnity, and Terms and Conditions

Please complete this form and return it to a representative of the Sponsors. You must sign this form in the presence of a representative of the Sponsors who will be present to witness this form at the Event (as defined below).

BMW Canada Inc. ("BMW") and/or its authorized agents will collect, use, and disclose the personal information you provide for the purposes of the Event. You may be offered the opportunity to receive additional communications from BMW and its related companies, divisions and/or service providers (lists available on request) about its special offers, products and services. BMW hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. BMW collects, uses and discloses this information in accordance with its privacy policy. For more information about BMW's privacy policy, please visit http://www.bmw.ca/ca/en/general/privacy_policy/content.html.

Participant Details:

Comment [LVB1]: Deleted

Event:

By signing this release and indemnity I accept the opportunity to drive a BMW vehicle at [insert retailer's name] between the dates of [insert dates] ("Event").

I declare that this Event is an occasion to try out the performance of selected BMW Vehicles and that this Event is not a contest, show or race. In consideration of such opportunity I agree to the following:

1. Participation in the Event can be Dangerous:

I acknowledge that driving can be dangerous and involves the risk of injury, loss, damage and liability.

2. Acceptance of Responsibility for all Risks:

I accept all responsibility for the risk of personal injury, loss, damage and liability arising out of or in any way relating to the Event or which might occur at any location at which the Event is conducted.

3. Release and Waiver:

Subject to applicable law, I hereby forever release, waive, and fully discharge [insert retailer's full legal name] and BMW Canada Inc. (collectively "Sponsors"), their respective affiliates, divisions and related companies (including without limitation its parent, sister and subsidiary companies), advertising and promotion agencies, suppliers of material and services related to the Event, and any other corporation, partnership, sole proprietorship or other legal entity that is directly involved in the provision of the Event, and each of their respective officers, directors, employees, agents, contractors, and other representatives (collectively, the "Releasees"), of and from any and all claims, demands, payments, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity, which I or my heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees in connection with or in any way arising out of the Event, including but not limited to physical injury, notwithstanding that such claim, demand, payment, loss, damage, action or cause of action have been contributed to or occasioned by the negligence or gross negligence of any of the Releasees. If the Event is conducted in the province of Quebec: This Release and Waiver does not apply were the Releasees cause bodily or moral injury due to intentional or gross negligence. .

4. Indemnification:

I agree to indemnify the Releasees from and against any and all loss, damage, injury, claims, encumbrance, deficiency, cost or expense, or liability (including liability for costs) caused by or contributed to by me or in any way arising out of my participation in the Event.

5. Loss of Personal Property:

I acknowledge that during the Event, Sponsors, their employees, agents, contractors and sponsors are not responsible for items and personal property left unattended by me while participating in the Event.

Terms and Conditions

6. Cooperation during the Event:

I agree that during the Event, I shall follow the directions of the Event representatives.

7. Cooperation during Investigation:

I shall cooperate fully with the Sponsors and their insurers or agents in the investigation of all accidents or incidents at, relating to or arising out of the Event.

8. Participation in the Event:

I declare that I am twenty-one (21) years of age or older and in possession of a valid full-class driver's licence, which I shall present for inspection before the Event. I acknowledge and agree that if I am under the age of twenty-one (21), am not in possession of a valid full-class driver's licence, or fail to present my driver's licence for inspection prior to the Event, I shall be required to withdraw from participating in the Event. I further declare that I am not permitted to participate in the Event if I am impaired by alcohol, drugs, medication, illness, fatigue or injury. I further declare that I shall obey all applicable motor vehicle and traffic laws, codes, and regulations.

10. Right to Delay or Cancel the Event:

Sponsors reserve the right to delay or cancel the Event at any time and for any reason.

11. Use of Safety Systems:

I agree to follow the direction of Event representatives in regards to safety, including, but not limited to, mandatory use of seatbelts and safety systems. Participants that are unwilling or unable to comply may be asked to withdraw, in which case I shall not be entitled to compensation in lieu thereof.

12. Severability:

If any portion hereof is held to be invalid, it is agreed that the remainder shall continue in legal force and effect.

13. Jurisdiction:

This Agreement is to be governed by and construed in accordance with the laws of the province or territory where the Event will take place and the federal laws of Canada applicable therein, and the parties agree to attorn to the exclusive jurisdiction of the Courts of said province or territory located in the City of Montreal in relation to any issue respecting the interpretation or application of this Release, Waiver of Liability and Assumption of Risk agreement, or to any claims, disputes or other matters arising from or related to the Event.

Signature of Participant :	Signature of Witness :
Name of Participant:	Name of Witness :
Date:	Date:

Verification of Valid Driver's Licence: YES Witness Initial: _____