

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(PLEASE NOTE: Each participant of the age of majority and over **MUST** click the box below to acknowledge your agreement to the terms of this waiver form. Parent or legal guardian must acknowledge your agreement to the terms of this waiver form on behalf of any minor child.)

WARNING! By acknowledging your agreement to the terms of this document, you will waive certain legal rights. Please read carefully.

Definition of Roles

BRP-ROTAX GmbH & Co KG, duly organized under the laws of Austria, with its place of business at Rotaxstrasse 1, A-4623 Gunskirchen, Austria (hereinafter **“ROTAX”**)

Rotech Motor Ltd., duly organized under the laws of British Columbia, with its place of business at 6235 Okanagan Landing Rd., Vernon BC Canada V1H1M5 (hereinafter **“Rotech Motor”**)

WHEREAS, for purposes of the Rotax Fly-in Event 2024 Canada, ROTAX offers only the marketing concept and event registration infrastructure. Rotech Motor is the official event organizer and host being responsible for event coordination amongst all relevant stakeholders.

This is a binding legal agreement (the “Agreement”). Clarify any questions or concerns before acknowledging your agreement to the terms of this Agreement. As a participant in activities, programs, classes, services provided and events sponsored or organized by Rotech Motor Ltd. (including all organizational committees, officers, directors, agents, servants, employees, representatives, members, volunteers, participants, successors and assigns and all persons and entities connected with Rotech Motor Ltd. events and activities (collectively, “Rotech Motor”)), including but not limited to: fly-ins, personal visits, instructional sessions or lessons on any property owned, managed or occupied by Rotech Motor, the undersigned, by clicking the box below, acknowledges and agrees to the following terms as set forth in this Agreement:

1. In consideration of participating in Rotech Motor events and activities, and for other valuable considerations, I, my family, including my spouse and any minors, legal representatives, heirs, executors, trustees, administrators, successors and assigns, hereby release Rotech Motor, collectively, from any and all claims, damages, liability, or indebtedness of any kind or character, known or unknown, fixed or contingent, whether such claims are based upon negligence, strict liability, breach of warranty, and/or any other theory of recovery, which I may have or claim to have now or at any time hereafter by reason of my participation in Rotech Motor events or activities, regardless of the characteristics of such participation, including any and all injury or damage to personal property.

2. I hereby give permission to Rotech Motor to make available events and activities for applicants to participate in and to encourage participation in said events and activities. I acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of participation, or the condition of the premises or any equipment used.
3. Further, I express and acknowledge that I have fully considered and understand the risks that I could be physically injured as I prepare for, participate in and travel to and from the programs, events or activities in which Rotech Motor is involved. I assume these risks. In addition, I know of no reason why my participation in Rotech Motor programs, events or activities should be exceptionally or unusually hazardous to my health. I assume all of the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. It is important that I know my own limits and abilities and participate within them. By executing this Agreement, I recognize the inherent risk that comes with participating in aviation-related activities and will not hold Rotech Motor liable for any injury that may be sustained while participating or otherwise.
5. I hereby expressly agree to indemnify and hold Rotech Motor harmless from any and all claims by myself or others arising directly or indirectly out of any phase of my participation in such Rotech Motor programs, events and activities, including Rotech Motor's costs, expenses or attorney's fees, directly or indirectly arising out of Rotech Motor's defense or response to any claim.
6. It is my understanding that the pilot of each airplane is in full and complete charge and control of said airplane and is responsible for all decisions to be made concerning the same, and all things and persons in or connected with said airplane on the ground or in the air.
7. Individuals connected with Rotech Motor may supply information, guidance and data; but I understand that I act or rely on all such information at my own peril and said individuals assume no responsibility for the completeness or accuracy of such information.
8. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and in the air. People can be infected and show no symptoms and therefore spread the disease. COVID-19 can cause serious and life-threatening illness and even death. Rotech Motor cannot prevent you or others from becoming exposed to, contracting, or spreading COVID-19 or similar diseases while participating in Rotech Motor events and activities. It is not possible to prevent against the presence of these diseases.

Therefore, if you choose to participate in Rotech Motor's events and activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or similar diseases.

9. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children and/or others in order to participate.
10. I understand that I am giving up my right to bring any claims including claims for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.
11. I understand that the collection of personal information about each participant will be used for the purposes of administering the programs, events and activities that the participant may be participating in.
12. I further agree that the information about myself or my child may be shared, at the discretion of Rotech Motor, with aviation-related organizations and other entities involved so that the participant's needs may be best met.
13. I and/or my agents or representatives agree that Rotech Motor and ROTAX have the unlimited right to take pictures or video of all or any part of my participation in Rotech Motor events or activities, and further that all rights to publish, use or dispose of such pictures or video are retained solely by Rotech Motor and ROTAX.
14. I and/or my agents or representatives agree that Rotech Motor and ROTAX may use any pictures or videos taken of participants at Rotech Motor and ROTAX programs, events or activities for purposes of promotional material including brochures, posters, newsletters, media information, advertisements, audio-visual productions and web pages, such as the Rotech Motor and ROTAX websites and social media. Photographs or video productions may also be shared with the community, including the press, other media sources and Rotech Motor and ROTAX event planners and organizations for promotion.
15. All streaming, broadcasting and television rights are retained by Rotech Motor and ROTAX.
16. This Agreement, and each of the documents contemplated by or delivered under or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. The parties irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to this Agreement.

17. I understand that this Agreement is the property of Rotech Motor and Rotech Motor materially relies upon its rights hereunder for the purpose of my permitting my involvement with Rotech Motor.
18. I agree that this Agreement is binding upon the participant, their executors, their guardians, their administrators, personal representatives and assigns.
19. I understand that all requests for cancellation of registration for programs, events or activities in which Rotech Motor is involved must be sent to Rotech Motor, in writing, by sending an email to rotaxflyin@rotechmotor.ca. Cancellation requests received will only be processed after receipt of a registration confirmation by email from Rotech Motor. If the cancellation request has not been received in writing, the registration will not be canceled. I understand that any fees paid for the programs, events or activities in which Rotech Motor is involved will only be refunded once the cancellation has been received by email. All registration fees become non-refundable 10 days prior to the programs, events or activities start date in which Rotech Motor is involved.
20. I and/or my agents or representatives further agree that Rotech Motor has the unlimited right to cancel programs, events, or activities in which Rotech Motor is involved at any time prior to the start of a scheduled program, event, or activity for any reason without cause.
- 21. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**

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Version 2.1.