

## 1. WHO YOU ARE

First name\*: \_\_\_\_\_ Last name\*: \_\_\_\_\_

Age\*: \_\_\_\_\_ Email address\*: \_\_\_\_\_

## 2. YOUR MAILING ADDRESS

Why ask? So that we can occasionally send you cool information about Ski-Doo.

Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Province\*: \_\_\_\_\_

Zip / Postal Code\*: \_\_\_\_\_ Country: \_\_\_\_\_

Phone number: \_\_\_\_\_

Snowmobile Club Name: \_\_\_\_\_ Trail Permit Number: \_\_\_\_\_

## 3. KNOWING YOU BETTER

Which snowmobile brand do you currently own?

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Ski-Doo    | <input type="checkbox"/> Yamaha                   |
| <input type="checkbox"/> Arctic Cat | <input type="checkbox"/> Other                    |
| <input type="checkbox"/> Polaris    | <input type="checkbox"/> I don't own a snowmobile |

Which of the following types of snowmobiles do you currently own?

- |  |  |
|--|--|
| <input type="checkbox"/> <b>MUSCLE SLED</b> (High horsepower for trail and lake riding. Example: Mach Z)       | <input type="checkbox"/> <b>CROSS-COUNTRY SLED</b> (Intense, bumpy trail riding. Example: MX Z)      |
| <input type="checkbox"/> <b>MOUNTAIN SLED</b> (Deep snow mountain riding. Example: Summit)                     | <input type="checkbox"/> <b>LUXURY SPORT SLED</b> (Fully-equipped groomed trail riding. Example GSX) |
| <input type="checkbox"/> <b>TOURING SLED</b> (Fully-equipped two-up groomed trail riding. Example GTX, Legend) | <input type="checkbox"/> <b>UTILITY SLED</b> (Off-trail riding and light work. Example: Skandic)     |
| <input type="checkbox"/> <b>OTHER</b>  |  |

What is the model year of your most recent snowmobile? \_\_\_\_\_

When do you plan to buy your next snowmobile?

- |  |  |
|--|--|
| <input type="checkbox"/> During the 2009 winter (Mid-December 2008 through March 2009) | <input type="checkbox"/> I have already purchased one during last spring or fall |
| <input type="checkbox"/> During the 2009 spring (March and April 2009)                 | <input type="checkbox"/> I don't plan to buy one this coming year                |
| <input type="checkbox"/> During next fall (Mid-August to mid-December 2009)            |  |

Would you like to be contacted by a Ski-Doo dealer?

- By phone       By email       I do not want to be contacted

If you chose to be contacted by phone, when would you like to be called (Select all that apply)

- |                |                                  |                                    |                                  |
|----------------|----------------------------------|------------------------------------|----------------------------------|
| <b>WEEKDAY</b> | <input type="checkbox"/> Morning | <input type="checkbox"/> Afternoon | <input type="checkbox"/> Evening |
| <b>WEEKEND</b> | <input type="checkbox"/> Morning | <input type="checkbox"/> Afternoon | <input type="checkbox"/> Evening |

Is there a specific dealer you would like to be contacted by?

- Yes       No

If so, which dealer?

Name: \_\_\_\_\_

Location: \_\_\_\_\_

Would you like to receive the Ski-Doo monthly newsletter?

- Yes       No       I am already subscribed

**ski-doo**  
BETTER RIDES. BETTER RIDERS™



# WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY

I, \_\_\_\_\_ (“Releasor”), represent that I am at least 18 years of age and that I possess a valid driver’s license issued by the province of \_\_\_\_\_. I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on a model specifically designed by the manufacturer to carry a passenger and/or otherwise participate in the use, testing, and demonstration (the “Activities”) of Ski-Doo® snowmobiles (the “Products”). I expressly agree to use all safety equipment legally required when operating the Products and participating in the Activities, including a DOT approved helmet.

## **WARNING: DANGERS OF PARTICIPATION**

**I understand that the Activities and use of the Products can be dangerous depending upon how they are used and involve a variety of risks, including by way of example only and without limitation: tipping over, difficulty in steering, problems with handling characteristics of the Product, difficulty in stopping the Product, crashing the Product, fatigue, exhaustion and/or serious physical injury, including brain damage, paralysis or death. For proper use of the vehicle please refer to the Operator’s Manual.**

### **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, including without limitation the content of the attached safety checklist. 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 with Attached Safety Checklist**

I have familiarized myself with the rules applicable to use of the Products and am familiar with the attached Safety List (which is incorporated herein by reference). I agree to obey such rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.

### **3. No Alcohol or Drug Consumption**

I 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 the above, 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 Bombardier Recreational Products Inc., BRP US Inc. 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 Activity, the Product, 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.



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## **5. Specific Release/Waiver of Unknown Claims**

I understand that I may hereafter 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 Activity or the Product 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 BRP) and hold harmless the Released Parties against any and all 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 Product, I agree to be fully and completely responsible for the safe use of the Product, and I will insure that they are at least 18 years old and that they have signed 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 any facilities or equipment. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities and/or equipment.

## **9. Entire Agreement/Severability**

This Waiver/Release contains the entire agreement between me and the Released Parties, and the terms of this Waiver/Release are contractual. This Waiver/Release may not be modified in any way. If any part of this Waiver/Release is determined to be invalid by law, all other parts of this Waiver/Release shall remain valid and enforceable. This Waiver/Release shall be governed by the laws of the Province of Ontario (without regard to conflict of law provisions).

## **10. Full Understanding of Release and Waiver/ No Coercion**

**I, the undersigned, declare that I have fully read and understood this final and complete Waiver and Release of Liability. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the Activity, Product, 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.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature of Releasor) (Print)

Witness: \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature) (Print)



# WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY

## SAFETY CHECKLIST

- It is important that all operators and passengers read and understand this safety checklist before riding on a Ski-Doo snowmobile.
- All operators and passengers must initial each box.

<input type="checkbox"/> All riders must wear a DOT approved helmet and appropriate protective clothing.	<input type="checkbox"/> Securely attach the safety tether cord to yourself. Keep it attached at all times.
<input type="checkbox"/> Always operate at a safe speed and be prepared to stop or alter course in case of emergencies. Respect the speed limits.	<input type="checkbox"/> Never jump and keep safe distance from others.  Know and understand the dangers of crossing frozen body of water.
<input type="checkbox"/> Respect the environment.	<input type="checkbox"/> Respect the minimum age as required by law.
<input type="checkbox"/> Make sure you do not run out of fuel and oil.	<input type="checkbox"/> Before starting out, verify throttle and brake lever operation. They must operate freely. Also verify proper operation of the engine shut-off switch.
<input type="checkbox"/> Understand and respect the performance and operational characteristics of the snowmobile. Read the Operator's Guide, the safety instructions and the warning labels on the snowmobile. Watch the safety video.	<input type="checkbox"/> Never drink alcohol or use drugs before or during riding on a snowmobile, even as a passenger. Never ride if you feel tired or sick.

This \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

**READ, UNDERSTOOD AND ACCEPTED BY :**

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