BMW Auto Club Québec

STONERIDGE SPECIALTY INSURANCE

A division of 2439641 Ontario Inc.

# PARENTAL CONSENT AND OTHER COMMITMENTS FOR THE BENEFIT OF THE MINOR

## PARTICIPANT INFORMATION

This section must be completed in full to ensure participation in the activities sanctioned by **BMW Auto Club of Québec.**

**Parent/Guardian Information:**
Full Name: _____
Relationship to Minor: _____
Address: _____
City: _____ State/Province: _____
Postal/Zip Code: _____ Country: _____
Telephone Number: (____) _____- _____
Email: _____

**Minor Participant Information:**
Full Name: _____
Date of Birth (DD/MM/YYYY): _____
Address (If different from above): _____
City: _____ State/Province: _____
Postal/Zip Code: _____ Country: _____
Telephone Number (If applicable): (____) _____- _____

By providing the information above, I affirm my authority to act for and on behalf of the Minor named herein for the purpose of participating in activities sanctioned by **BMW Auto Club of Québec** as described in this agreement.

### ASSUMPTION OF RISKS

1. I declare that I am duly authorized to act for and on behalf of the Minor_____ to participate in one or more of the activities sanctioned by **BMW Auto Club of Québec** by the terms and conditions of this document.

2. I understand the nature of the activity proposed, which involves using a motorized vehicle in rugged conditions.

3. I understand the nature of the proposed activities and the Minor's experience, and I am satisfied that he/she has the skills and ability to participate.

4. I acknowledge and accept that the trails and routes to be used by the Minor cannot be properly supervised and may deteriorate and become more dangerous during the activity.

5. I acknowledge and accept that the trails and routes may contain numerous obstacles, such as rocks, trees, crevasses, etc.

6. I recognize and accept that the configuration of these trails and routes, the nature of the activity, and the maneuvers of the participants create significant dangers and risks.

7. I therefore acknowledge and accept that by participating in these events, the Minor exposes himself or herself serious risk of injury, which may be serious or even fatal.

8. I declare that I have fully informed the Minor of all the risks mentioned above or of any other risks of which I may be aware and will take steps to withdraw him/her from the activity if I judge that these risks are too great for him/her.

9. I declare that I fully understand these significant risks and dangers, and I voluntarily consent to the Minor accessing the site and/or participating in any events sanctioned by **BMW Auto Club of Québec** I affirm that this decision is made with full awareness of the associated risks and without any coercion.

10. I declare that the Minor will not participate in any event or activity while under the influence of alcohol, drugs, or any other substances that could impair judgment or physical abilities. I understand that such impairment could increase the risks associated with participation and is strictly prohibited.

**WAIVER OF ALL CLAIMS**

11. For and on behalf of the Minor, , the undersigned, hereby release, discharge, and agree not to hold **BMW Auto Club of Québec**, its directors, officers, employees, volunteers, agents, representatives, affiliates, successors, and assigns, along with promoters, participants, operators, owners, and lessors of the premises used for the event (collectively referred to as the "Released Parties") liable for any liability, claim, demand, loss, or damage caused or alleged to be caused, in whole or in part, by the negligence of the Released Parties or otherwise, including negligence during rescue operations. This release of liability applies to any injury, disability, death, or loss or damage to person or property, whether occurring during or after my participation in the event.

12. I understand that this release of liability absolves the aforementioned parties from any liability or claims I may have against them, except for claims arising from gross negligence, willful misconduct, or reckless disregard, as per Article 1474 and 1477 of the Civil Code of Quebec. I recognize that I am waiving my right to sue the Released Parties for injuries or damages, even if they stem from their negligence to the extent permitted by law.

**INDEMNIFICATION CLAUSE**

13. I agree to indemnify and hold harmless **BMW Auto Club of Québec**, its directors, employees, members, successors, and assigns from any and all claims, damages, expenses, or liabilities, including legal fees, arising from the Minor's participation in the activities. This indemnification encompasses, but is not limited to, any claims brought by or on behalf of the Minor or any claims initiated by third parties related to the Minor's participation. Should the Minor initiate an action for damages covered by this waiver, I agree to hold the aforementioned beneficiaries harmless from reasonable defence costs incurred, but only in specific instances.

**GOVERNANCE LAW**

14. This agreement shall be governed by and interpreted in accordance with the laws of the province of Quebec. Any disputes arising from or relating to this agreement or the activities shall be subject to the exclusive jurisdiction of the courts of Quebec, and the parties hereby irrevocably submit to such jurisdiction.

**SEVERABILITY CLAUSE**

15. If any provision of this agreement is held to be invalid, void, or unenforceable for any reason, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In such event, the parties shall negotiate in good faith to modify the agreement to fulfill as closely as possible the original intent of the parties.

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I HAVE SIGNED THIS DECLARATION FREELY AND WITH FULL KNOWLEDGE OF THE FACTS.

Link with the Minor: _____

Signature of Parent/Guardian _____

Printed Name: _____

Date (DD/MM/YYYY): _____