



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN INJURY, ACCIDENT, DAMAGE OR THEFT.

THIS INDEMNITY AGREEMENT MADE AS OF THIS DAY _____ MONTH _____ YEAR _____.

TO: Autofair Ltd., their agents, owners, officers, affiliates, volunteers, participants, employees, representatives, assignees, directors, shareholders and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Autofair Ltd.")

I agree to assume responsibility for myself as an adult and my minor child(ren) "under the age of 18 years" accompanying me to the Autofair vehicle market, understanding and complying with all signage. I further understand that falls, injuries, accidents, damage and theft are possible when entering the facility at or making use of the Autofair vehicle market.

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF PARTICIPATING, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration for allowing me to enter the facility or make use of the Autofair vehicle market, I AGREE, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Autofair Ltd. and its insurance company, agents, owners, officers, affiliates, volunteers, participants, employees, representatives, assignees, directors and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN AUTOFAIR VEHICLE MARKET, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE AUTOFAIR VEHICLE MARKET.**

In consideration for allowing me to participate in the Autofair vehicle market I further release and give up any and all claims and rights that I may have against any released party and understand this releases all claims, including those of which I am not aware, those not mentioned in this release and those resulting from anything that has happened up to now.

I acknowledge and understand that Autofair Ltd. is not responsible for any lost or stolen items or personal property belonging to myself or the minor child(ren) under my care while said property is at Autofair vehicle market.

I agree that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. I agree that this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Saskatchewan and no other jurisdiction. I agree that any litigation involving the parties to this Agreement shall be brought solely within the Province of Saskatchewan. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the premises or Autofair vehicle market other than what is set forth in this agreement.

ALL PERSONS OR DEPENDENDANTS ENTERING THIS PROPERTY OR PREMISES OR USING ANY AMENITIES OR FACILITIES ON THIS PROPERTY OR PREMISES DO SO AT THEIR OWN RISK.

NAME (Indemnifying party)

VEHICLE REGISTRATION NUMBER/S

SIGNED

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